Montecito Community Development District

Meeting Agenda

July 12, 2023

AGENDA

Montecito
Community Development District

www.MontecitoCDD.org

July 5, 2023

Board of Supervisors
Montecito Community Development District

Dear Board Members:

The Montecito Community Development District Board of Supervisors Meeting is scheduled for **Wednesday, July 12, 2023 at 9:30 a.m. at Montecito Beach Club, 208 Montecito Drive, Satellite Beach, Florida.** Following is the agenda for the meeting:

I. Roll Call
II. Audience Comments Related to Agenda Items (Limited to 3 Minutes per Person)
III. Landscape and Irrigation Reports
    a. ProGreen
    b. Discussion of Mulched Areas
    c. Revised Proposal for Added Areas for Sod
IV. Approval of Consent Agenda
    a. Minutes of the June 7, 2023 Board of Supervisors Meeting
    b. Balance Sheet and Income Statement
    c. Assessment Receipts Schedule
    d. Check Register
V. Staff Reports
    a. District Counsel
        i. Memorandum Regarding Required Ethics Training
    b. District Engineer
    c. District Manager
    d. General Manager
VI. Business Items
    a. Items for Board Consideration
        i. Resolution 2023-10 Approving and Executing Temporary Access Easement Agreements
        ii. Resolution 2023-11 Providing for the Removal and Appointment of an Assistant Secretary & Appointment of an Assistant Treasurer of the District
        iii. Resolution 2023-12 Re-Designating Bank Account Signatories
        iv. Fourth Amendment to District Management Agreement with GMS-CF, LLC
        v. Estimates & Proposals
            1. Pool Shower Faucet Installation
            2. Proposal to Replace Elliptical
            3. Gate Base Extension
            4. Fencing Installation (2)

5. Carpet & Upholstery Cleaning (2)
6. Indoor and Outdoor Electronic Message Boards
7. Carlsbad Road Soil Removal/River Rock Installation
8. Lake Pacifica Fountain Control Panel Replacement
9. Lake Pacifica Fountain Repair or Replacement

b. Items for Board Ratification
   i. Door Replacement Proposal
   ii. Acceptance of Annual Audit Report for Fiscal Year 2022

c. Discussion Items
   i. RFQ for Professional Engineering Services
   ii. Capital Reserve Study Update Report
   iii. Maintenance of Mail Kiosks with Montecito Townhomes
   iv. Trimming of Coconut Palms – *Requested by Supervisor Wellman*
   v. Installation of Landscape or Bollards to Prevent Property Access without Permission – *Requested by Supervisor Wellman*
   vi. Traffic Violations, Enforcement and Speed Bumps – *Requested by Supervisor Wellman*

VII. Other Business

VIII. Supervisor Requests

IX. Audience Comments

X. Next Scheduled Meeting – August 2, 2023, at 5:30 PM at the Montecito Beach Club

XI. Adjournment

PUBLIC CONDUCT: Members of the public are provided the opportunity for public comment during the meeting. Each member of the public is limited to three (3) minutes, at the discretion of the Presiding Officer, which may be shortened depending on the number of speakers. Speakers shall refrain from disorderly conduct, including launching personal attacks; the Presiding Officer shall have the discretion to remove any speaker that disregards the District's public decorum policies. Public comments are not a Q&A session; Board Supervisors are not expected to respond to questions during the public comment period.

SECTION III

SECTION A

ProGreen Services, LLC

Date: 6/30/23

Montecito CDD Monthly Executive Summary – ProGreen Services

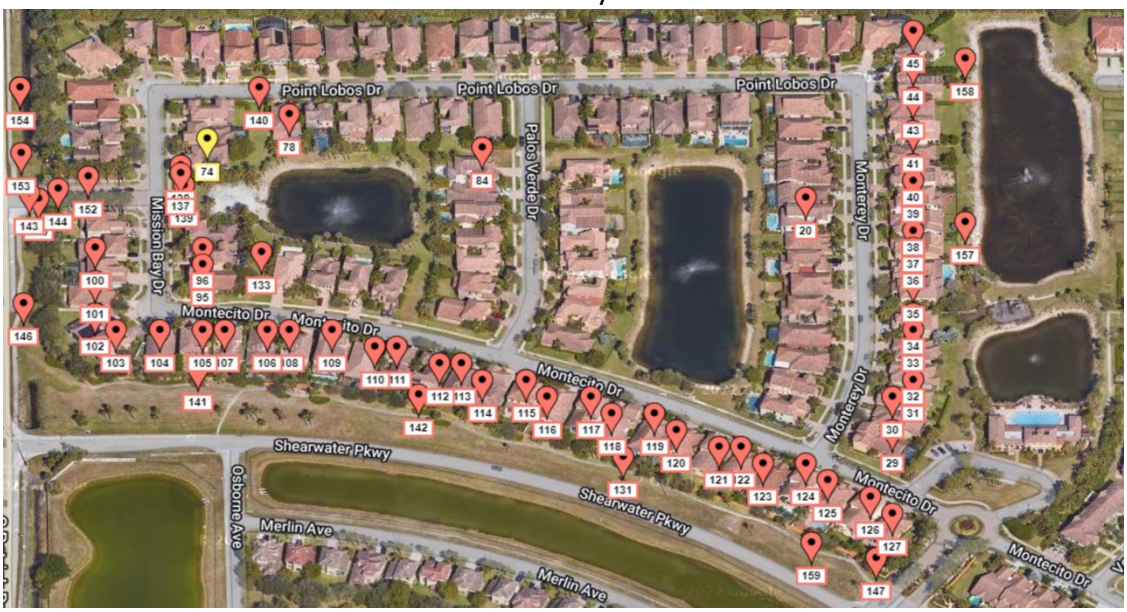
Completed Projects:

6/5/23 – Removed small tree behind 786 Simeon that kept falling over with the afternoon storms. Will be providing a quote to replace.

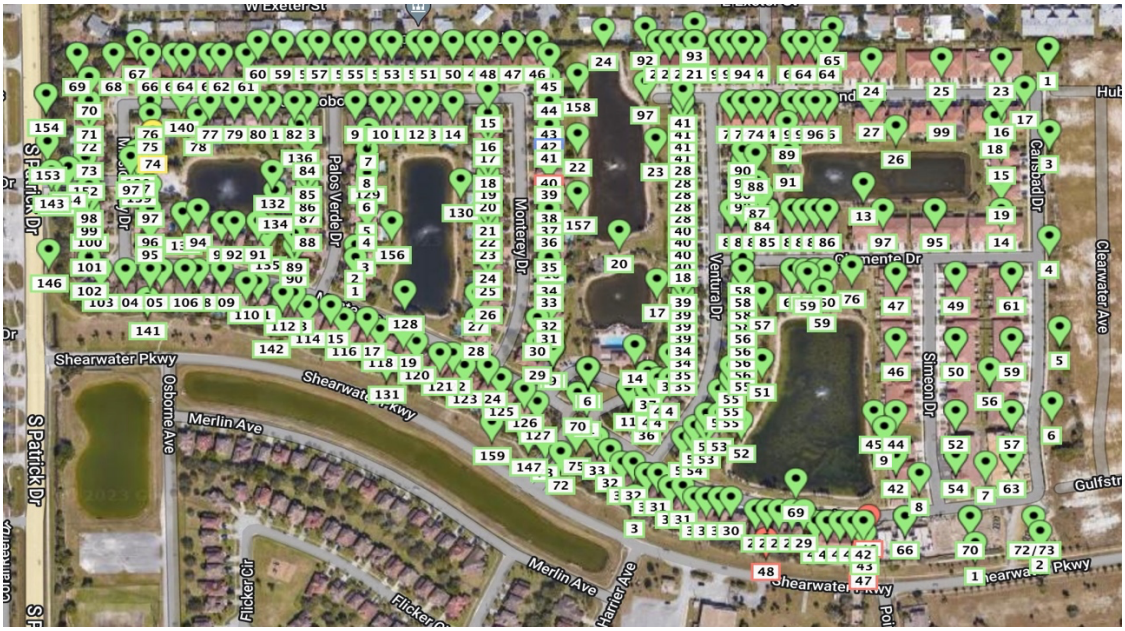
6/6/23 – Submitted the permit paperwork for the new well and abandonment.

6/9/23 – Participated on a conference call with Jeremy LeBrun and Elizabeth Morris regarding the overlap of services on the CDD and HOA townhouse sections. We came to a conciseness with how the property would be managed going forward as well as the tree trimming schedule. There was no significant change to current procedures other than the shrub line behind the townhomes along Ventura Dr and Clemente surround the lake was determined to be HOA responsibility and thus will be serviced by Paradise.

6/12/23 – Notified by Insight we have a major outage along Montecito Dr. and Monterrey Dr. Identified two connection issues causing the outage installed approx. 120’ and 160’ to bring the system back online. Provided Estimate 5155 to bury the wire in conduit.



ProGreen Services, LLC



6/22/23 – Installed new planters outside of office door to cover up the drip irrigation that was leaking.

6/26/23 – CDD sections around the club house and entrances were treated for weeds in the turf areas.

6/27/23 – Met with John Stone – Community Development Director – City of Satellite Beach regarding the tree removal proposal for the 6 trees in single-family section in the verge. He advised that with a letter from an arborist these trees can be removed and are not required for replacement.

6/29/23 – Treated the pots around the club house and pool area for snails/aphids.

6/29/23 – Removed excess dirt along the parking area on Carlsbad. This continues to be an issue from the Vue subdivisions fence.

6/29/23 – Met with our Arborist to issue a letter of removal for the 6 trees in the verge areas of the single-family section.

6/29/23 – Sprayed and killed the grass and weeds at the 3 single family homes for new sod.

6/30/23 – The tree trimming project was completed.

ProGreen Services, LLC

Maintenance Service Schedule:

Service date for July is on Wednesday and Thursdays.

- Mowing Schedule for July – 5&6, 12&13, 19&20, 25&26. Subject to change depending on weather.
- Detail schedule July – 5&6 and 25&26 Entrances / Club House, 12&13Perimeter, 19&20 Townhome CDD section
- Bed Weed Control July – – 5&6, 12&13, 19&20, 25&26 Treat areas as necessary.

Montecito – CDD Enhancement Estimates

Provide a quote for replacing the faceplate and LTE modem for the Club House and East pump stations.

Install Rock along the Vue fence on Carlsbad.

Remove 7 trees and stumps in the CDD areas of the single-family section and townhomes.

Identify new CDD areas for replacement of sod or rock.

Date Received	Date Scheduled	Date Completed	Address	Category	Notes	Follow up Notes	Item Status	Area
30-Mar	6-Apr	6-Apr	726 Simeon Dr	Irrigation	The irrigation system has not been operating in our area of the townhouses in a couple of weeks. The lawn and bushes are looking very stressed. Can we please get the system checked as soon as possible by Paradise or ProGreen, whichever contractor is supposed to be handling this. The common area surrounding the pond behind us is also looking exceptionally dry.	Wet check operation normall	Closed	CDD
15-Apr	15-Apr	15-Apr	635 Mission Bay	Irrigation	Received an email from Mac about an emergency issue with a possible irrigation issue at the address with the irrigation coming on at the property and the homeowner has an issue with water coming out under their pool patio.	We investigated and determined that the issue was a false alarm as our technican had been inspecting the neighbors system and turned on the system for this property. They noticied the water coming out under the pool deck. He turned their system back off and there was some sand on the pool deck that was left that the homeowner saw and thought the system had turned on over night. We explained the situation to the homeownder and resloved the issue.	Closed	**CDD**
18-Apr	20-Apr	20-Apr	Monterey Dr	Irrigation	Received a report from Insight that the odd section of Monterey was down.	Inspected and corrected a bad wire. Section is back up and operational	Closed	**CDD**
20-Apr	20-Apr	20-Apr	749 Monterey Drive	Irrigation	Homeowner reported no irrigation working at her property and neighbors	Inspected and replaced one 6" pop up and 1 nozzled at the address and inspected neighbors and all operational	Closed	**CDD**

SECTION C

ProGreen Services, LLC
5450 10th Avenue North
Greenacres, FL 33463
+1 8883774144
kaydeec@progreenservices.net
www.progreenservices.net

Estimate 4816

ADDRESS

Montecito Community
Development District
Montecito CDD
219 E. Livingston Street
Orlando, FL 32801

DATE	TOTAL
06/19/2023	$11,000.00

DATE	DESCRIPTION	QTY	RATE	AMOUNT
03/23/2023	Provide labor and material to remove and replace failing turf throughout property.			
03/23/2023	Replace failing turf in Entrance and Verge Area throughout community Identified in 3/3/23 approx. 11,000 sq ft	1	11,000.00	11,000.00

We appreciate the opportunity!

TOTAL $11,000.00

THANK YOU.

Accepted By

Accepted Date

ProGreen Services, LLC

Sod Replacements

The following areas have been identified for sod replacement within the CDD footprint:

Replace failing turf at both entrances with Zoysia approx. 5000 sq ft. Estimate 4816 $5750.00

718 Montecito – Install new sod behind the houses 5 Pallets St. Augustine Estimate 4614 $2375

728 Montecito – Easement area to the left of the property. Grade areas due to settlement from mainline repairs/move. Replace old valve boxes and poor wire connectors and install new sod. Estimate 4826 $850

Request from Mac sod replacement at these residences and verge areas. Approx. 5000 sq ft. of St Augustine Estimate 4816 $4750.00

229 Montecito – Verge small section in the front and back yard
688 Monterrey – Verge and front
768 Monterrey – Verge front and back yard

Additional sod replacement in the Community along the verge areas. Approx. 6000 sq ft. Estimate 4816 $5700.00

398 Montecito
428 Montecito

685 Mission
675 Mission
645 Mission
635 Mission

364 Point Lobos
335 Point Lobos
324 Point Lobos

355 Point Verde

698 Monterrey

133 Montecito
115 Montecito

714 Simeon

ProGreen Services, LLC

726 Simeon
724 Simeon

96 Clemente
146 Clemente

156 Redondo
148 Redondo
95 Redondo

Plant Removals and Replacements

Remove annual flowers in the 16 containers/pots at the front entrances, club house, pool patio, and replace with colorful perennials. Estimate 4815 $2800. We would only charge for the actual number of pots needing irrigation repair, and new plants as some won't need to be completely changed out or repaired.

Remove ornamental grass along the back bank of the pond between the playground and the pond. Replace with Mexican Petunia and Pygmy Date Palms - Tri Stem along the bank. Estimate $4825 $1485

Mulch Install:

Estimate 4787 to install 300 yards of Mulch $19,500.00 in CDD areas.

SECTION IV

SECTION A

MINUTES OF MEETING
MONTECITO
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Montecito Community Development District was held on Wednesday, June 7, 2023 at 9:30 a.m. via Zoom Communication Media Technology and at the Montecito Beach Club, 208 Montecito Drive, Satellite Beach, Florida.

Present and constituting a quorum were:

Catherine LeCesne	Chair
Ed Henson	Vice Chair
Tanja Glynn	Assistant Secretary
Richard Wellman	Assistant Secretary
Eric Smith	Assistant Secretary

Also present were:

Darrin Mossing	District Manager
Michael Pawelczyk	District Counsel
Denisse Grimm	General Manager
Lea Stokes	Vesta Property Services
Rusty Kahoe	ProGreen Services, LLC.
Residents	

The following is a summary of the discussions and actions taken at the June 7, 2023 meeting. A copy of the proceedings can be obtained by contacting the District Manager.

FIRST ORDER OF BUSINESS **Roll Call**

Mr. Mossing called the meeting to order at 9:30 a.m. and called the roll. Four Supervisors were present at roll call. Ms. LeCesne joined the meeting during the second order of business.

SECOND ORDER OF BUSINESS **Audience Comments Related to Agenda Items (Limited to 3 Minutes per Person)**

Resident James Bourdeau of 137 Clemente Drive, the new President of the Townhome HOA, complimented Ms. Denisse Grimm for the excellent job serving as General Manager and the coordination between the Townhome HOA and the CDD. Resident Betsy Vincent of Redondo Drive thanked Ms. Grimm for her assistance to the Townhome HOA and voiced concern about the

upkeep of lawns, due to confusion on what sections needed to be maintained by ProGreen Services, LLC. (ProGreen) and Paradise. An area on Carlsbad Drive at the end of Redondo Drive, from the sidewalk to the side of the building, should be maintained by ProGreen as it was CDD property. In addition, property continuing south on Carlsbad Drive to the northwest corner of Clemente Drive and Carlsbad Drive between the sidewalk and the side of the building, should be maintained by ProGreen as it was CDD property. Ms. Vincent thanked ProGreen for trimming a patch of property next to the fence on Carlsbad Drive and questioned the status of the gap between Redondo Drive and the Shearwater Fence at the southeast end.

Ms. LeCesne joined the meeting.

THIRD ORDER OF BUSINESS Landscape and Irrigation Reports

A. ProGreen

Mr. Kahoe reported the following:

1. *At the beginning of last month, the faceplate and modem went down on the west controller.*

Mr. Kahoe explained with coordination between ProGreen and Insight Irrigation, LLC. Insight was able to obtain the part from Hunter but had to install two separate modems to get it to work and would provide a quote to replace the controller at the Clubhouse and the east pump station, once the parts were secured. Hunter required the purchase of a complete package versus individual parts, but they did not need to replace the entire podium. Ms. LeCesne asked if there were any aftermarket options. Mr. Kahoe noted that Insight reached out to their representatives to try to find other components, but it's like purchasing an entire computer versus just a motherboard or soundcard as the parts were not interchangeable. Mr. Kahoe planned to purchase a modem and face plate like the west controller. Mr. Henson recalled that they were replacing the one on Montecito Drive because it had issues and questioned the cost. Mr. Kahoe confirmed that it was less than $1,500. Insight was having intermittent connectivity issues with the east controller and recommended upgrades as they could not tell when alarms were going off and had to send someone to go through the system. There was moisture in the east controller, which could cause the screen to not be read versus the west controller where the screen was completely blank. Mr. Wellman questioned the lifespan. Mr. Kahoe estimated five to seven years but would verify with Insight.

2. *Weekly property inspections with Ms. Denisse Grimm were scheduled for Tuesday of each week. Weekly CDD work orders and reports would be sent to Ms. Grimm every Friday.*
3. *Plants in the pots around the Clubhouse and pool area were replaced. There were some issues with snails on the Potato Vine, which were treated and would be continually treated.*
4. *Tree trimming of the CDD property commenced. They were working around the exterior of the property and then into Clubhouse areas. Then they would proceed to the single-family and townhouse sections. They were concentrating on the Palms first and then cutting the Oaks. Once they finish the exterior, they would go ground the ponds. The work was anticipated to take two to three weeks depending on weather and equipment issues.*

Mr. Henson asked if ProGreen was charging the District per call or if there was a flat rate. Mr. Kahoe confirmed that there was a flat rate as shown in the contract, but there was some discussion on how they want to handle the division of HOA versus CDD tasks and whether there should be an agreement between the CDD and HOA to do the work and then invoicing the HOA. Mr. Henson did not want to pay for trees on private property unless there was an agreement. Mr. Kahoe would trim the trees owned by the CDD and invoice the HOA separately. Ms. Vincent questioned the price per tree. Mr. Kahoe indicated that it was $35. Ms. LeCesne requested that Mr. Kahoe speak to the General Manager and HOA Community Association Manager (CAM), Ms. Beth Flores.

5. *A quote was provided for sod replacements for the single-family homes in the amount of $5,050. The original quote that was approved by the Board was $4,816.*

Mr. Mossing reported that two of the three waivers were received and the third was in transit and once received, it would be submitted to the insurance company and the sod replacements would commence. Mr. Kahoe would schedule it for June. It was not just the three homes, but verge areas as well. Mr. Kahoe was notified this morning that the verge area at 645 Mission Bay Drive did not have irrigation because of issues with their pool, due to the way the valves were set up. Ms. LeCesne requested that Mr. Kahoe follow up and appreciated the clarification.

6. *Mapping of the CDD section of the irrigation was complete. There were 471 points on the map, which would be provided to the Board. It was an invaluable tool that could be used by contractors to identify splices and the location of valves.*

Mr. Henson asked if they could verify that every box on the property was identified. Mr. Kahoe explained that they tie the boxes to the controllers. Mr. Henson questioned whether they had access to every box due to obstructions. Mr. Kahoe had not heard anything about not being able to access a box. The only area that was a challenge was the single-family home section because it was behind a locked gate. Ms. LeCesne questioned how long ProGreen had been maintaining the property. Mr. Kahoe recalled that they started working in the CDD section in February. Ms. LeCesne requested that information get relayed to Ms. Grimm, if most of the issues were developer related. Mr. Henson assumed that it was a work in progress because there was no certified map and areas that have not been identified. Mr. Kahoe pointed out that they worked in conjunction with what was labeled in the clock as a certified zone to find where the valve was located. If it was an active zone and was operating, it was identified, but if it was turned off, it was a dead zone. Each controller would have a map and there would be a digital map as well as a paper map that would be provided to the office. Ms. LeCesne asked if this was an irrigation or valve map. Mr. Kahoe explained that it was a living map of valve boxes and splice points for the irrigation system that the CDD was responsible for, which would be changed as the community changed. Mr. Henson noted that the map was color coded and asked if there was a legend. Mr. Kahoe believed that the colors identified the difference between a valve box and a splice point. Ms. LeCesne requested that a legend be included on the map before it was published.

7. *Pots around the Clubhouse and pool area were treated for snails. The snails would continually need to be treated around the Clubhouse. This past Saturday, they removed old grass and replaced it with new Robellinis and Petunias and updated the irrigation.*
8. *An old dripline was discovered outside of Ms. Grimm's office, which had a screw or bolt inside of it to cap it off. Mr. Kahoe asked the Irrigation Technician to find a solution without having to pull pavers because it was next to stucco, even if they had to move a pot to this area and rewire it as a dripline.*
9. *Mowing schedule for June: June 1, June 8, June 15, June 22 and June 29. There may be some additional workdays on Friday and Saturday due to the weather.*

Mr. Henson requested a map of CDD areas. Mr. Kahoe indicated that the verge area except for the single-family homes were separate as well as the turf areas at the front entrances, which were recovering nicely. Some areas were responding better than others. Mr. Henson asked if the CDD area just east of Simeon was included in the sodding area as it looked bad. Mr. Kahoe confirmed that it was not included because it was a large area that required 25 to 30 pallets of sod. Ms. LeCesne requested a two-to-three-year implementation plan for sod replacements. Mr. Kahoe would work with the Board and Ms. Grimm. Mr. Smith asked if Paradise was being cooperative with ProGreen. Mr. Kahoe did not have a contentious relationship with Paradise as they had different service days. Ms. LeCesne pointed out that Mr. Kahoe had the Board's support, but if there issues with Paradise, the Board wanted to know. Ms. Glynn asked if the proposal for tree removal included sod after the tree was removed. Mr. Kahoe confirmed that it included sod. They identified several trees on the single-family side and a few on the townhouse side. One Palm needed to be removed on the townhouse side, but they did not recommend replacing it. Resident Bourdeau noted that the HOA's contract with Paradise was through the end of December and met with the Account Manager for Paradise HOA Services every two weeks. If there were any issues between Paradise and ProGreen, it would be communicated.

10. *Rewiring sections of the community, especially in the single-family communities would take place after the mapping to be completed. At this point, they were not recommending any rewiring as the system was operational and functioning but were always open to suggestions and feedback.*

In response to Mr. Henson's questions, Mr. Kahoe confirmed that their Irrigation Technicians were state certified and one had 25 years of experience. Irrigation wet checks were performed monthly. Mr. Henson used to see flags identifying issues but did not see them anymore. Mr. Kahoe explained that they were not placing any flags as they were making repairs when they were discovered. Ms. LeCesne that that it was unfair and unrealistic to expect every single detail from the past to be addressed solely by ProGreen and wanted to rely on a vendor who had professionalism, knowledge, planning, experience and a willingness to communicate to the community and say what was wrong. Mr. Kahoe agreed as his goal was to fix anything in red on Insight's map so they had a system that was reliable. Ms. LeCesne requested that Ms. Grimm be informed about any major projects. Mr. Kahoe provided a list of projects to Ms. Grimm every Friday. Ms. LeCesne requested that it be posted to the website.

11. Cap the well and drill a new well at the West Pump Station Controller.

Mr. Henson pointed out that the Board was aware of the well deterioration for many years and there was no doubt that a new well was necessary. Mr. Kahoe explained that the deterioration was on the casing of the well. Mr. Henson questioned the difference in the amount of water received now compared to the amount of water expected to be received, if a new well was drilled, where the new well could be located and if a permit was necessary from the St. Johns Water Management District (SJWMD). Mr. Kahoe explained that they were not getting any water from the west well because it was temporarily capped. However, because the water coming from the well was running under the irrigation pad and into the lake, increasing the concern that a cavern would form and the irrigation sinking, the recommendation was to cap it permanently and drill a new well in the same area. To do this, they had to obtain a permit from Brevard County and authorization from SJWMD. Mr. Kahoe did not know the amount of water received because there was no meter. Mr. Wellman recalled that there was a meter and would point it out to Mr. Kahoe. Mr. Henson believed that someone removed the meter. Mr. Kahoe explained that the meter was part of the irrigation for the pump and filtration system and not the well but would take another look at it with Mr. Wellman. Mr. Henson recalled that they were limited by SJWMD to draw a certain amount of water from the aquifer. Mr. Kahoe believed that they there were several hundred thousand gallons of water available.

Ms. LeCesne requested that Ms. Grimm work with Mr. Kahoe in locating the meter and ensuring that the District was in compliance with the Consumptive Use Permit so the District was not fined. Mr. Wellman asked if they only obtained one quote for the well. Mr. Kahoe confirmed that they called several companies. One could not come out for six to eight months and the others would not even return his phone call. They were only able to receive two quotes, one from one of the best drill companies and the other for $30,000 more. Ms. LeCesne requested a copy of the $30,000 quote for comparison purposes. Ms. LeCesne asked if the District Engineer was working with Mr. Kahoe on this project. Mr. Kahoe did not have to work with the District Engineer because they were putting the well back in the same place.

12. Install Rock along the Vue fence on Carlsbad Drive.

13. Remove seven trees and stumps in CDD areas of single-family section and townhomes.

14. Install 300 yards of mulch in the amount of $19,500 in CDD areas.

The Board thanked Mr. Kahoe for his thorough report.

FOURTH ORDER OF BUSINESS Approval of Consent Agenda

A. Summary Minutes of the May 3, 2023 Board of Supervisors Meeting

Mr. Mossing presented the minutes of the May 3, 2023 Meetings, which were included in the agenda package. The following corrections were requested:

- Ms. Glynn recalled that the July 5, 2023 Board of Supervisors meeting was moved from July 5, 2023 to July 12, 2023, but only the time for the August meeting was changed. She did not make a motion to purchase a fence with a kick plate in a not-to-exceed amount of $10,000 under the discussion for the Vue fence. The motion was for all of the pedestrian gates and ADA compliance.
- Ms. LeCesne reported that Resident Betsy Vincent of Redondo Drive spoke during the public comment period about the Vue fence as well as the opening that existed and wanted an update or how the Board would address it. Resident Christine McNunn of 760 Carlsbad Drive questioned the corner townhome properties, in particular the one in the southeast corner next to the Vue. The Board did not provide an answer because there were three other properties owned by the former developer that were of larger size.

B. Balance Sheet and Income Statement

C. Assessment Receipts Schedule

D. Check Register

Mr. Mossing presented the Unaudited Financial Statements through April 30, 2023, Special Assessment Receipt Schedule for Fiscal Year 2023 and the Check Register from April 1, 2023 through April 30, 2023 in the amount of $36,473.96, which were included in the agenda package.

On MOTION by Mr. Wellman seconded by Mr. Smith with all in favor the consent agenda items as stated above with the revisions to the minutes were approved.

Mr. Wellman questioned why there was only one electric bill this month. Ms. LeCesne believed that there was a timing issue. There should have been at least five or six electric bills because each pump station was listed on a separate bill. Mr. Mossing explained that utility bills were paid by ACH debit and would report back to the Board.

FIFTH ORDER OF BUSINESS Staff Reports

A. District Counsel

Mr. Pawelczyk reported that Governor DeSantis signed a Bill requiring Special District Board Members to undergo four hours of ethics training per year starting on January 1, 2024. A memorandum would be provided to the Board. Ms. Glynn questioned what they should indicate on Form 1 for 2023. Mr. Pawelczyk explained that the Statute required Supervisors to report on the current year and it was unclear whether the Supervisors had all of 2024 to complete the training and reminded the Board to complete Form 1 by July 3rd. Mr. Wellman recalled a $25 per day fine for not filing Form 1 by the deadline. Mr. Pawelczyk thanked Mr. Wellman for reminding him about the Form 1 filing. Ms. LeCesne pointed out that Board Members should use discretion when contacting District Counsel as there were charges for utilizing his services and preferred that they contact the District Manager when they had questions.

Mr. Mossing reported that GMS was served earlier this week with a summons from a resident named Michael Jackson regarding an incident that occurred at the gate on February 15th. Mr. Wellman questioned the amount that the District was being sued for. Mr. Mossing clarified that GMS was being sued, not the District and they were working with District Counsel. Prior to the meeting, Mr. Pawelczyk recommended that GMS forward the summons to the District's insurance company in addition to GMS' insurance carrier, but if something happened at the gate, the District would be sued. Ms. LeCesne appreciated Mr. Mossing bringing this to the Board's attention. Mr. Wellman asked if GMS reviewed the cameras. Mr. Mossing stated that his office just received the summons on Monday. Mr. Pawelczyk cautioned the Board against speculating or adding information that could assist someone else in a lawsuit, as this was potential litigation involving the District or the District Manager and it would become a public record. Ms. LeCesne pointed out that an App operated by the Townhome HOA called TownSquare had misinformation and wanted assurances from the Townhome HOA President, that this lawsuit or potential action would not be posted. Mr. Pawelczyk pointed out there was nothing to report as the District had not been sued or a claim filed and would update the Board.

B. District Engineer

Mr. Pawelczyk suggested following up with the District Engineer about the conveyances for the new properties.

C. District Manager

Mr. Mossing reported that Mr. Steve Schwartz with Reserve Studies was meeting with Ms. Grimm this Friday for the Reserve Study update, which would be before the Board for consideration at the July meeting. Ms. Glynn questioned whether the Preventative Maintenance Plan included a Platinum Plan. Mr. Mossing confirmed that it no longer offered the Platinum Plan to the District, due to the age of the equipment.

Mr. Mossing reported that his office received a letter from Mr. Gene Lubler about centering the Lake Pacifica Fountain. Mr. Pawelczyk recalled the last time this was discussed, the Board decided to leave the fountain at its existing location. Ms. Glynn explained that the fountain was centered initially, but when the lake was extended as further phases were built, it was no longer centered. Because of the expense, the Board decided to move it as far as the existing wiring would allow. Ms. LeCesne recalled a motion being made at the February of 2022 meeting to not exceed $5,000, to move the fountain to the center of the lake, but the bids exceeded that amount by $1,000 and the Board then decided to leave the fountain in its existing location. If Mr. Lubler wanted to revisit this matter, Ms. LeCesne requested a proposal, which Mr. Mossing would obtain.

Mr. Mossing received a request from Mr. Wellman to send a letter to residents announcing the new Amenity Team. Ms. LeCesne questioned the reason for Mr. Wellman's request. Mr. Wellman explained that he wanted to announce to residents that there was a General Manager working in the office and provide her hours. Mr. Smith recalled that it was posted on the Montecito CDD website. Mr. Wellman pointed out that not many people went onto the CDD website. Ms. Stokes confirmed that there was communication about Ms. Grimm, but Ms. Grimm was not always in the office from 9:00 a.m. to 5:00 p.m. Monday through Friday, as she met with vendors and performing inspections. Mr. Henson requested that the website be updated and include Mr. Victor Nelson as the Facilities Attendant. Mr. Wellman voiced concern about residents going to Ms. Grimm's office during 9:00 a.m. to 5:00 p.m. when she was not there and questioning why she was not in the office. Ms. LeCesne suggested that residents send an email to Ms. Grimm via email so there was a record in case the Board needed to address a policy or procedure and that Ms. Grimm post a sign on the door. Ms. Stokes would add to the website that there was coverage seven days per week and that Ms. Grimm and Mr. Nelson were available between 9:00 a.m. to 5:00 p.m. Mr. Mossing suggested that residents make an appointment.

Mr. Henson questioned the status for the pedestrian gates and bollard. Ms. Grimm reported that the Vue fence was added to the scope and was trying to get other fence companies to provide quotes. Mr. Henson questioned why there was only one proposal for the roof. Ms. Grimm explained that she only received a proposal from Sybo Roofing, but Carlos Roofing coming out on Friday and Zigmund Builders and Roofing was supposed to provide a proposal this week. If they did not provide one, Tec Systems would provide one. Mr. Henson asked if she had proposals for the pedestrian gates. Ms. Grimm was waiting for an estimate from Superior Fence.

D. General Manager

Ms. Grimm reported the following:

1. A resident requested access to the kitchen while at the pool area.

Ms. Glynn recalled that the Board took action to keep the kitchen open during office hours. Ms. LeCesne pointed out that the pool door was locked and was amenable to keeping it unlocked as it would be visible by staff and locked at the end of the day. Mr. Wellman voiced concern about residents coming into the kitchen with wet bathing suits and someone slipping. Ms. LeCesne requested that a *"Slippery When Wet"* sign be posted. Ms. Glynn noted that residents should be drying themselves off before entering the Amenity Center, as stated in the rule. Mr. Pawelczyk suggested that Ms. Grimm review the rules and if there needed to be a change as a result of opening the doors, it would come before the Board.

2. The Facilities Attendant made repairs throughout the Clubhouse such as painting the porter mounts in the Fitness Center from white to brown, repairing the thresholds that were taped over, readjusting doors in the Clubhouse that were sticking and installing light sensors in the pool bathrooms. Lights would be installed in the Fitness Center bathrooms this weekend.

3. A Resident requested that the pool vendor be terminated or they would file a complaint with the Board of Health because they were getting bacterial infections from the pool.

Ms. LeCesne received the resident's request and disagreed as swimming in any pool could cause infections and the Health Department checked the pool regularly. Ms. Glynn had no issues as long as the pool vendor, Brevard Pools was doing their job and the pool chemicals were in compliance. Ms. Grimm reported that Brevard Pools were now coming out every Monday morning

versus Monday evening, so the filter did not clog up after the weekend and the pool was pH balanced and was pleased with the job they were doing.

4. *Florida Breeze maintained all four air conditioning units after there were issues with the air conditioning units in the Fitness Center over Memorial Day weekend. They completed the first maintenance for June yesterday and the next one would be in December. Every weekend, Mr. Nelson would check for water leaks and flush out the system monthly.*

Ms. LeCesne noted that the units were out of warranty and asked if Florida Breeze was the only vendor maintaining them. Ms. Grimm confirmed that they were the original vendor and there was now a maintenance agreement.

5. *A quote was received for the ADA pool lift, which was $5,695 and included an Aqua Creek Ranger 2 pool lift, anchor system, specialized concrete base under the paver deck, installation, battery pack and charger and cover. There was a five-year manufacturer's warranty. It would replace the current pool lift chair, which was not operable.*

Ms. LeCesne questioned when the pool lift was deemed inoperable. Ms. Grimm discovered it when the chair manufactured informed them that it was not compliant, the current cover did not fit and was not anchored properly. Ms. LeCesne voiced concern that they were purchasing a new one every five years. Mr. Wellman noted many community pools had manually operated ones and asked if they were required to have a battery operated one. Ms. Grimm would look into a manual one. Ms. LeCesne agreed as long as there was a warranty.

6. *GMS was finalizing the landscaping map. There were issues with ProGreen trimming the verge areas too low, which was resolved. Paradise trimmed CDD bushes by the mailboxes off of Ventura and did a bad job. Pictures were sent to Leland.*

Mr. Henson agreed that it looked terrible, as it was CDD property.

7. *The agreement with FDC was executed for the PMI gates and they completed them last Friday. The gate would always cause problems because the arms that were used were always going to hit the Palms, which caused the arm to bend, forcing the gate to pop and triggering the sensors. In addition, the concrete slabs underneath was never replaced, which were now sinking. Due to water intrusion, the*

mechanicals were rusting. A pedestal and new mechanism needed to be installed. Similar issues were occurring at the S. Patrick gate. FDCs design team would provide a quote.

8. *The locks on all Clubhouse doors were changed and keys were provided to the Board. Ms. LeCesne had the code to the lock box outside of the General Manager's office in the event of an emergency.*
9. *Hoover recommended drilling a new well, due to the encasement being disintegrated at the pump station.*
10. *The gate DVRs were being replaced today, temporarily, as the current ones were on backorder.*

Mr. Henson noticed that the pool shower did not have a pull chain and recommended installing a push button like the showers at the beach to stop the chain from being ripped off. Ms. LeCesne requested that Ms. Grimm obtain a proposal.

Ms. LeCesne felt that having Ms. Grimm as General Manager and Mr. Nelson as Facilities Attendant was an investment and wanted them to work effectively and not be distracted by personal requests. Mr. Mossing suggested that the Board monitor the ticket system based on the number of requests and that a resident attend a meeting if an issue needed to be dealt with immediately. Mr. Henson believed that 80% of the tickets were irrigation issues. Ms. Grimm pointed out that there were many repetitive tickets. Mr. Mossing suggested that Ms. Grimm report to the Board repeat offenders. Ms. Glynn felt it would be helpful to post on the website, *"Please wait for a response before submitting a second ticket."* Ms. LeCesne requested streamlining the system and Vesta implementing a more inclusive system. Ms. Stokes was discussing another ticket processing system with Mr. Grimm to manage expectations. Out of 160 tickets, 70% to 75% were attributed to certain people and requested that residents be respectful, patient and give Ms. Grimm time to address issues. Ms. Stokes suggested posting a statement to the website to inform residents that they would respond to tickets within 48 business hours. Mr. Smith asked if there was an automatic response. Ms. Glynn confirmed that the automatic response said, *"Thank you for submitting a ticket. Someone will get back to you,"* which would be changed. Mr. Wellman pointed out that the ticket system had a priority system, which Ms. Grimm could use to determine what needed to be taken care of right away.

SIXTH ORDER OF BUSINESS Business Items

A. Items for Board Consideration

i. Resolution 2023-09 Adopting the District Ethics Policy & Code of Conduct for Board of Supervisors

Mr. Mossing presented Resolution 2023-09, which was included in the agenda package. Ms. LeCesne stated that the purpose of the policy was for the Board to conduct themselves properly and ensure that decisions were made unilaterally to ensure transparency.

> Mr. Wellman MOVED to adopt Resolution 2023-09 Adopting the District Ethics Policy & Code of Conduct for Board of Supervisors and Mr. Smith seconded the motion.

Mr. Henson questioned whether there should be a provision about not being late to Board Meetings. Mr. Wellman clarified that this provision was not against any particular Supervisor, but to identify the importance of being involved as a Supervisor by attending meetings and taking action. If a Board Member was not present when the meeting started and there was a quorum, the Board could start the meeting. Mr. Smith commented that it was a moot point if there was a quorum. Ms. LeCesne apologized for being tardy to this meeting. Mr. Henson noted if there was not a quorum and a Supervisor was late, the other Supervisors would be waiting for them to arrive. Mr. Wellman recommended that Board Members call the District Manager if they were going to be late.

> On VOICE VOTE with all in favor Resolution 2023-09 Adopting the District Ethics Policy & Code of Conduct for Board of Supervisors was approved.

Mr. Pawelczyk requested that each Board Member sign the exhibit attached to the resolution once it was executed and provide it to his office.

ii. Insight Irrigation, LLC Irrigation Inspection Services Proposal

Mr. Mossing presented a proposal from Insight for inspection services in the amount of $4,000, which was included in the agenda package. Ms. LeCesne requested this proposal as the prior Irrigation Report was from 2017 and she wanted to have expert opinion, due to the irrigation issues. Mr. Wellman asked it would be redundant to the Reserve Study and if it was a one-time assessment. Ms. LeCesne did not believe that the Reserve Study had that level of irrigation. It

would be a one-time assessment. Mr. Smith felt it was important to have this information for budgeting purposes.

> On MOTION by Mr. Smith seconded by Ms. LeCesne to approve the proposal from Insight Irrigation, LLC for irrigation inspection services in the amount of $4,000 by roll call vote:
> Supervisor LeCesne: Aye
> Supervisor Glynn: Aye
> Supervisor Smith: Aye
> Supervisor Wellman: Aye
> Supervisor Henson: Nay
> Motion Passed 4-1.

iii. ProGreen Estimate for Well Installation - $21,866

iv. ProGreen Estimate for Well Abandonment - $3,400

Mr. Mossing presented a proposal from ProGreen for well installation in the amount of $21,866, which was included in the agenda package. Mr. Pawelczyk suggested that the Board vote on both the well installation and well abandonment together as it was part of the same project.

> On MOTION by Mr. Smith seconded by Ms. LeCesne with all in favor the proposals from ProGreen Services, LLC. for well installation services in the amount of $21,866 and for well abandonment in the amount of $3,400 were approved.

v. ProGreen Estimate for Tree Removal - $3,785

Mr. Mossing presented a proposal from ProGreen for tree removal in the amount of $3,785, which was included in the agenda package. Ms. LeCesne questioned which trees were being removed. Ms. Glynn believed this was for the trees in the verge area based on the addresses, that were breaking up the sidewalks, mostly in the single-family home area.

> Mr. Smith MOVED to approve the proposal from ProGreen Services, LLC. for tree removal in the amount of $3,785 and Ms. LeCesne seconded the motion.

Mr. Wellman recalled discussing in the past whether they should be notifying homeowners that they were going to be removing trees. Ms. Glynn felt as a courtesy they should notify residents. Mr. Mossing e would coordinate with Ms. Grimm to ensure that the residents were notified.

> On VOICE VOTE with all in favor the proposal from ProGreen Services, LLC. for tree removal in the amount of $3,785 was approved.

vi. Roofing Proposal(s) to Repair Damages at Amenity Center

Mr. Mossing stated this item would be continued until Ms. Grimm received additional proposals. Ms. LeCesne requested that the Board receive proposals quickly. Ms. Glynn pointed out that the soonest they could vote was on July 12th.

vii. Central Florida Stairlift, LLC ADA Pool Lift Installation Quotation

Mr. Mossing presented a proposal from Central Florida Stairlift, LLC, which was included in the agenda package and suggested that the Board approve it subject to the General Manager obtaining manual chair options. Mr. Pawelczyk recommended that the Board approve a not-to-exceed amount.

> Mr. Wellman MOVED to authorize the General Manager to purchase a manual pool lift chair in a not-to-exceed amount of $5,700 and Ms. LeCesne seconded the motion.

Mr. Henson understood from other District Managers that they did not need a pool lift chair. Mr. Wellman advised that the ADA rules were clear that a pool lift chair was required, but some communities were designing pools with wheelchair access into the pool and suggested that Ms. Grimm check with the manufacturer as to whether a manual pool lift chair was ADA accessible. Mr. Henson asked for liability purposes, whether the District needed to provide a person to operate the pool lift chair or if it was the responsibility of the person using it. Mr. Wellman confirmed that the chairs had operating instructions and was simple to use, but they had to provide the instructions and recommended that someone monitor it when Ms. Grimm was not available as many times, an uncovered chair was used as a diving board.

> On VOICE VOTE with all in favor authorizing the General Manager to purchase a manual pool lift chair in a not-to-exceed amount of $5,700 was approved.

B. Items for Board Ratification

i. Florida Door Control Preventative Maintenance Agreement for Gates

Mr. Mossing presented a Preventative Maintenance Agreement with Florida Door Control (FDC) for the gates in the amount of $4,800, which was included in the agenda package. Ms. LeCesne questioned whether a former Supervisor sent for training. Mr. Wellman recalled that a Supervisor attended training for three days. Ms. LeCesne voiced concern that every time the gates go down, they were out of warranty and preferred that the Facilities Attendant go for training in order to make repairs. Mr. Wellman agreed as the training was not expensive.

> On MOTION by Mr. Smith seconded by Mr. Wellman with all in favor the Preventative Maintenance Agreement with Florida Door Control for the gates for the gates in the amount of $4,800 was ratified.

ii. ProGreen Mapping Proposal

Mr. Mossing presented a proposal from ProGreen for the irrigation mapping in the amount of $11,775, which was included in the agenda package. Ms. Glynn questioned whether the Board approved the proposal before they did the work. Mr. Mossing recalled that the Board approved a not-to-exceed amount of $10,000 and there was additional work in the amount of $2,500. The actual cost was $11,775.

> Ms. LeCesne MOVED to ratify the proposal from ProGreen Services, LLC. for irrigation mapping in the amount of $11,775 and Mr. Smith seconded the motion.

Ms. Glynn wanted it in writing that the final amount was $11,775 as the proposal in the agenda package was for $10,000. Mr. Mossing would verify. Mr. Pawelczyk pointed out that it should be in the invoice. Ms. Glynn requested a copy of the invoice.

> On VOICE VOTE with all in favor the proposal from ProGreen Services, LLC for the irrigation mapping in the amount of $11,775 was ratified.

Mr. Mossing clarified that the actual work exceeded the $10,000 by $1,775.

iii. Hoover Pump Control Support Leg Replacement

Mr. Mossing presented a proposal from Hoover Pump Control for support leg replacement and treating rusted areas in the amount of $922.83, which was included in the agenda package.

On MOTION by Mr. Smith seconded by Mr. Wellman with all in favor the proposal from Hoover Pump Control for the support leg replacement in the amount of $922.83 was ratified.

C. Discussion Items

i. Approved Budget for Fiscal Year 2024

Mr. Mossing reported that the Board had 30 days to review the Proposed Budget for Fiscal Year 2024, which was included in the agenda package. It anticipated a 12% increase in assessments, as there was a $60,000 loss in revenue. It would be finalized at the July meeting in order for mailed notices to be sent to residents, which was 21 days prior to the public hearing. The Board could lower it, but not raise it. Ms. Glynn questioned if there was sufficient time between the July and August meetings as the July meeting was moved and there were exactly three weeks between the July 12th meeting and the August 2nd meeting. Mr. Mossing would send the notice today. Ms. LeCesne asked if an 8% increase in assessments covered the anticipated items and contribution to the reserve funds. Ms. Glynn noted that $65,000 was budgeted for *Capital Reserve*, $30,000 for *Disaster Reserve* and $30,000 for *Roadway Reserve*. The assessment for the townhomes was $219.30 per year and $292.40 for the single-family homes per year. Mr. Mossing indicated if the Reserve Study required additional funding, a 12% assessment increase was sufficient. *There was Board consensus to approve the 12% assessment increase and Mr. Mossing sending the notice to residents today.*

ii. No Responses Received for the RFQ for Professional Engineering Services

Mr. Mossing reported that the Request for Qualifications (RFQ) for professional engineering services was sent to various engineering firms including the Interim Engineer and there were no responses. The only project to be completed, according to the Chair, was the boundary mapping of the District as Ms. LeCesne wanted to know the District's boundaries. Mr. Mossing asked if the District could hire an engineer or surveyor for this project only. Mr. Pawelczyk replied affirmatively, as long as the professional engineering services did not exceed $35,000 and the project did not exceed $200,000 and would speak to engineers that he was familiar with. Mr. Henson asked if the District did not receive any responses due to the way they separated from the prior engineer. Mr. Pawelczyk believed that it had to do with the location of the District. Mr. Pawelczyk recommended Mr. Ray Malavé who was the prior engineer. Mr. Smith worked with an engineer in Indian Harbor Beach and would provide his contact information. Mr. Pawelczyk pointed out that the District needed an engineer who was familiar with stormwater and roadway experience as well as handling any conveyances.

iii. Presentation of Number of Registered Voters - 801

Mr. Mossing reported in accordance with Florida Statutes, as of April 15, 2023, according to the Brevard County Supervisor of Elections, there were 801 registered voters. It was a statutory requirement to disclose this information.

iv. Form 1: Statement of Financial Interests Filing Deadline Reminder – Due July 1st

Mr. Mossing reminded the Board to file their Form 1, Statement of Financial Interests by July 1, 2023.

SEVENTH ORDER OF BUSINESS Other Business

There being no comments, the next item followed.

EIGHTH ORDER OF BUSINESS Supervisor's Requests

There being no comments, the next item followed.

NINTH ORDER OF BUSINESS Audience Comments

As President of the Townhome HOA, Mr. Bourdeau felt that it was important for the CDD and HOA to work together for the community and appreciated Ms. LeCesne attending HOA meetings and would do the same. The TownSquare App was going to be terminated as the Townhome HOA was changing to the Leland Management website. Mr. Bourdeau thanked the Board for their role in the community. Mr. Mossing confirmed for Mr. Wellman that the utility bills were ACH debited. The District would receive two sets of utility bills by moving the May 1 ACH debts back to April. Ms. Glynn requested copies of all invoices.

TENTH ORDER OF BUSINESS Next Scheduled Meeting – July 12, 2023 at 9:30 AM at the Montecito Beach Club

The next meeting was scheduled for July 12, 2023 at 9:30 a.m. at this location.

ELEVENTH ORDER OF BUSINESS Adjournment

On MOTION by Ms. Glynn seconded by Ms. LeCesne with all in favor the meeting was adjourned.

_____ _____

Secretary/Assistant Secretary Chairman/Vice Chairman

SECTION B

Montecito

Community Development District

Unaudited Financial Reporting

May 31, 2023

Table of Contents

Montecito

Community Development District

Combined Balance Sheet

May 31, 2023

	General Fund	*Debt Service Fund*	*Capital Project Fund*	*Capital Reserve Fund*	*Totals Governmental Funds*
Assets:					
Cash:					
Operating Account	$ 332,220	$ -	$ -	$ -	$ 332,220
Capital Reserve Account	$ -	$ -	$ -	$ 296,335	$ 296,335
Roadway Reserve Account	$ -	$ -	$ -	$ 149,746	$ 149,746
Investments:					
Money Market - Truist	$ 29,097	$ -	$ -	$ -	$ 29,097
Series 2006A					
Reserve	$ -	$ 4	$ -	$ -	$ 4
Revenue	$ -	$ 3	$ -	$ -	$ 3
Construction	$ -	$ -	$ 14,152	$ -	$ 14,152
Series 2022					
Reserve	$ -	$ 32,382	$ -	$ -	$ 32,382
Revenue	$ -	$ 70,429	$ -	$ -	$ 70,429
Due from General Fund	$ -	$ 1,501	$ -	$ -	$ 1,501
Prepaid Expenses	$ 1,335	$ -	$ -	$ -	$ 1,335
Deposits	$ 4,541	$ -	$ -	$ -	$ 4,541
Total Assets	**$ 367,193**	**$ 104,319**	**$ 14,152**	**$ 446,081**	**$ 931,745**
Liabilities:					
Accounts Payable	$ 30,344	$ -	$ -	$ 19,906	$ 50,249
Due to Debt Service	$ 1,501	$ -	$ -	$ -	$ 1,501
Total Liabilites	**$ 31,845**	**$ -**	**$ -**	**$ 19,906**	**$ 51,750**
Fund Balance:					
Assigned for:					
Capital Reserves	$ -	$ -	$ -	$ 426,175	$ 426,175
Nonspendable:					
Deposits and Prepaid Items	$ 5,876	$ -	$ -	$ -	$ 5,876
Restricted for:					
Debt Service - Series 2022	$ -	$ 104,319	$ -	$ -	$ 104,319
Capital Projects - Series 2022	$ -	$ -	$ 14,152	$ -	$ 14,152
Unassigned	$ 329,472	$ -	$ -	$ -	$ 329,472
Total Fund Balances	**$ 335,348**	**$ 104,319**	**$ 14,152**	**$ 426,175**	**$ 879,995**
Total Liabilities & Fund Balance	$ 367,193	$ 104,319	$ 14,152	$ 446,081	$ 931,745

Montecito

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending May 31, 2023

	Adopted Budget	Prorated Budget Thru 05/31/23	Actual Thru 05/31/23	Variance
Revenues:				
Assessments	$ 863,748	$ 863,748	$ 856,837	$ (6,911)
Interest Income	$ -	$ -	$ 2	$ 2
Gate & Amenity Access Income	$ -	$ -	$ 1,600	$ 1,600
Miscellaneous Income	$ -	$ -	$ 2,400	$ 2,400
Total Revenues	**$ 863,748**	**$ 863,748**	**$ 860,839**	**$ (2,909)**
Expenditures:				
General & Administrative:				
Supervisor Fees	$ 7,800	$ 7,000	$ 7,000	$ -
District Engineer	$ 30,000	$ 20,000	$ 220	$ 19,780
District Counsel	$ 30,000	$ 20,000	$ 44,277	$ (24,277)
District Management	$ 55,000	$ 36,667	$ 36,667	$ 0
Disclosure Report	$ 1,500	$ -	$ -	$ -
Assessment Roll	$ 5,000	$ 5,000	$ 5,000	$ -
Information Technology	$ 1,800	$ 1,200	$ 1,200	$ -
Website Maintenance	$ 1,200	$ 800	$ 1,800	$ (1,000)
Auditing Services	$ 5,000	$ -	$ -	$ -
Arbitrage Rebate Calculation	$ 500	$ -	$ -	$ -
Trustee Fees	$ 3,500	$ -	$ -	$ -
Public Officials/General Liability Insurance	$ 19,102	$ 19,102	$ 16,555	$ 2,547
Legal Advertising	$ 2,000	$ 1,333	$ 1,473	$ (140)
Dues, Licenses, & Subscriptions	$ 175	$ 175	$ 175	$ -
Property Appraiser	$ 250	$ 250	$ 211	$ 40
Reimbursable Expenses	$ 1,200	$ 800	$ 1,020	$ (220)
Contingency	$ 2,400	$ 1,600	$ 1,221	$ 379
Subtotal General & Administrative	**$ 166,427**	**$ 113,927**	**$ 116,818**	**$ (2,891)**
Operations & Maintenance:				
Field Management				
Amenity and Field Management Contract	$ 92,480	$ 61,653	$ 41,007	$ 20,646
Facilities Attendant	$ -	$ -	$ 3,673	$ (3,673)
Property Insurance	$ 36,419	$ 36,419	$ 34,078	$ 2,341
ADP Fees	$ -	$ -	$ 274	$ (274)
Subtotal Field Management	**$ 128,899**	**$ 98,072**	**$ 79,032**	**$ 19,040**
Amenity Center Operations				
Repairs & Maintenance (Non-HVAC)	$ 12,000	$ 8,000	$ 5,338	$ 2,662
HVAC Repairs & Maintenance	$ 2,000	$ 1,333	$ -	$ 1,333
Office Supplies	$ 1,500	$ 1,000	$ 1,471	$ (471)
Janitorial Supplies	$ 1,850	$ 1,233	$ -	$ 1,233
Janitorial Services	$ 8,241	$ 5,494	$ 5,550	$ (56)
Pest Control & Termite Bond	$ 1,203	$ 802	$ 779	$ 23
Fitness Equipment Repairs & Maintenance	$ 3,000	$ 2,000	$ 450	$ 1,550
Playground Repairs & Maintenance	$ 1,000	$ 667	$ -	$ 667
Pool Service Repairs & Maintenance	$ 15,000	$ 10,000	$ 9,504	$ 496
Subtotal Amenity Center Operations	**$ 45,794**	**$ 30,529**	**$ 23,091**	**$ 7,438**

Montecito

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending May 31, 2023

	Adopted Budget	Prorated Budget Thru 05/31/23	Actual Thru 05/31/23	Variance
Irrigation				
Irrigation Repairs & Maintenance	$ 25,000	$ 25,000	$ 32,776	$ (7,776)
Irrigation Monitoring	$ 6,287	$ 4,192	$ 4,142	$ 50
Hoover Pumps Repairs & Maintenance	$ 17,500	$ 11,667	$ 14,806	$ (3,139)
Subtotal Irrigation	**$ 48,787**	**$ 40,858**	**$ 51,724**	**$ (10,865)**
Lakes & Fountains				
Aquatic Maintenance	$ 5,733	$ 5,733	$ 7,210	$ (1,477)
Fountain Service Repairs & Maintenance	$ 9,000	$ 9,000	$ 13,347	$ (4,347)
Subtotal Lakes & Fountains	**$ 14,733**	**$ 14,733**	**$ 20,557**	**$ (5,824)**
Landscaping				
Landscaping Contracted Services	$ 80,375	$ 53,583	$ 51,568	$ 2,016
Additional Landscaping Repairs & Maintenance	$ 15,000	$ 10,000	$ 11,775	$ (1,775)
Entrance Pot Plant Replacement	$ 2,400	$ 2,400	$ 4,656	$ (2,256)
Mulch	$ 12,334	$ 8,222	$ -	$ 8,222
Palm Tree Maintenance	$ 14,000	$ 9,333	$ -	$ 9,333
Oak Tree Maintenance	$ 6,500	$ 4,333	$ -	$ 4,333
Subtotal Landscaping	**$ 130,608**	**$ 87,872**	**$ 67,999**	**$ 19,874**
Common Areas, Right of Ways & Perimeter Walls				
Street Light Repairs & Maintenance	$ 9,000	$ 6,000	$ 1,587	$ 4,413
Entrance Vehicular Gates Repairs & Maintenance	$ 5,500	$ 5,500	$ 10,003	$ (4,503)
Pedestrian Entry Gates & Walls Maintenance	$ 8,000	$ 5,333	$ 4,142	$ 1,191
Common Area Repairs & Maintenance	$ 12,000	$ 8,000	$ 1,943	$ 6,057
Sidewalk Cleaning	$ 8,000	$ -	$ -	$ -
Subtotal Common Areas, Right of Ways & Perimeter Walls	**$ 42,500**	**$ 24,833**	**$ 17,675**	**$ 7,158**
Security Monitoring Services				
Fire Detection Services	$ 2,252	$ 1,501	$ 1,563	$ (62)
Access Control Services	$ 2,702	$ 1,801	$ 1,750	$ 51
Intrusion Services	$ 1,649	$ 1,099	$ 1,068	$ 31
Security Monitoring Repairs & Maintenance	$ 2,500	$ 1,667	$ 537	$ 1,130
Subtotal Security Monitoring Services	**$ 9,102**	**$ 6,068**	**$ 4,918**	**$ 1,150**
Utilities				
Electric Services	$ 47,300	$ 31,533	$ 29,435	$ 2,099
Telephone, Fax & Internet	$ 3,300	$ 2,200	$ 2,498	$ (298)
Water & Sewer Services	$ 4,000	$ 2,667	$ 1,175	$ 1,491
Gate Kiosk Internet Services	$ 2,850	$ 1,900	$ 1,570	$ 330
Subtotal Utilities	**$ 57,450**	**$ 38,300**	**$ 34,677**	**$ 3,623**
Other				
Contingency/Miscellaneous Expense	$ 7,500	$ 5,000	$ 3,357	$ 1,643
Subtotal Other	**$ 7,500**	**$ 5,000**	**$ 3,357**	**$ 1,643**
Total Expenditures	**$ 651,801**	**$ 460,194**	**$ 419,849**	**$ 40,345**
Excess (Deficiency) of Revenues over Expenditures	$ 211,947		$ 440,990	
Other Financing Uses:				
Disaster Reserve Transfer Out	$ 25,000	$ 25,000	$ 25,000	$ -
Capital Reserve Transfer Out	$ 136,947	$ 136,947	$ 136,947	$ (0)
Roadway Reserve Transfer Out	$ 50,000	$ 50,000	$ 50,000	$ -
Total Other Financing Uses	**$ 211,947**	**$ 211,947**	**$ 211,947**	**$ (0)**
Net Change in Fund Balance	**$ -**		**$ 229,043**	
Fund Balance - Beginning	$ -		$ 106,305	
Fund Balance - Ending	$ -		$ 335,348	

Montecito

Community Development District

Capital Reserve Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending May 31, 2023

	Adopted Budget	Prorated Budget Thru 05/31/23	Actual Thru 05/31/23	Variance
Revenues				
Interest	$ -	$ -	$ -	$ -
Total Revenues	**$ -**	**$ -**	**$ -**	**$ -**
Expenditures:				
Contingency	$ 456	$ 304	$ 304	$ -
Capital Outlay - Landscaping	$ 11,000	$ -	$ -	$ -
Capital Outlay - Amenity Center	$ 59,300	$ -	$ -	$ -
Capital Outlay - Streets, Sidewalks, Walls & Gates	$ 32,285	$ -	$ -	$ -
Capital Outlay - Irrigation	$ -	$ -	$ 19,906	$ (19,906)
Total Expenditures	**$ 103,041**	**$ 304**	**$ 20,210**	**$ (19,906)**
Excess (Deficiency) of Revenues over Expenditures	**$ (103,041)**		**$ (20,210)**	
Other Financing Sources/(Uses)				
Transfer In/(Out) - Disaster Reserve	$ 25,000	$ 25,000	$ 25,000	$ -
Transfer In/(Out) - Capital Reserve	$ 136,947	$ 136,947	$ 136,947	$ (0)
Total Other Financing Sources (Uses)	**$ 161,947**	**$ 161,947**	**$ 161,947**	**$ (0)**
Net Change in Fund Balance	**$ 58,906**		**$ 141,737**	
Fund Balance - Beginning	**$ 128,977**		**$ 134,692**	
Fund Balance - Ending	**$ 187,883**		**$ 276,429**	

Fund Balances

Disaster Reserves	$ 150,000
Capital Reserves	126,429
Total Fund Balances	$ 276,429

Montecito

Community Development District

Roadway Reserve Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending May 31, 2023

	Adopted Budget	Prorated Budget Thru 05/31/23	Actual Thru 05/31/23	Variance
Revenues				
Interest	$ -	$ -	$ -	$ -
Total Revenues	**$ -**	**$ -**	**$ -**	**$ -**
Expenditures:				
Bank Fees	$ 300	$ 200	$ 49	$ 151
Total Expenditures	**$ 300**	**$ 200**	**$ 49**	**$ 151**
Excess (Deficiency) of Revenues over Expenditures	**$ (300)**		**$ (49)**	
Other Financing Sources/(Uses)				
Transfer In/(Out)	$ 50,000	$ 50,000	$ 50,000	$ -
Total Other Financing Sources (Uses)	**$ 50,000**	**$ 50,000**	**$ 50,000**	**$ -**
Net Change in Fund Balance	**$ 49,700**		**$ 49,951**	
Fund Balance - Beginning	**$ 99,760**		**$ 99,795**	
Fund Balance - Ending	**$ 149,460**		**$ 149,746**	

Montecito

Community Development District

Debt Service Fund Series 2022

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending May 31, 2023

	Adopted Budget	Prorated Budget Thru 05/31/23	Actual Thru 05/31/23	Variance
Revenues:				
Assessments - Tax Roll	$ 315,934	$ 315,934	$ 313,219	$ (2,715)
Assessments - Prepayment	$ -	$ -	$ 10,282	$ 10,282
Interest	$ -	$ -	$ 2,670	$ 2,670
Total Revenues	**$ 315,934**	**$ 315,934**	**$ 326,171**	**$ 10,237**
Expenditures:				
Series 2022				
Interest - 11/1	$ 57,316	$ 57,316	$ 57,316	$ 0
Principal - 5/1	$ 200,000	$ 200,000	$ 200,000	$ -
Interest - 5/1	$ 58,954	$ 58,954	$ 58,954	$ (0)
Special Call - 5/1	$ -	$ -	$ 11,000	$ (11,000)
Total Expenditures	**$ 316,269**	**$ 316,269**	**$ 327,269**	**$ (11,000)**
Excess (Deficiency) of Revenues over Expenditures	$ (335)		$ (1,099)	
Fund Balance - Beginning	$ 57,335		$ 105,418	
Fund Balance - Ending	$ 57,000		$ 104,319	

Montecito

Community Development District

Capital Projects Fund - Series 2006

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending May 31, 2023

	Adopted Budget	Prorated Budget Thru 05/31/23	Actual Thru 05/31/23	Variance
Revenues				
Interest	$ -	$ -	$ -	$ -
Total Revenues	**$ -**	**$ -**	**$ -**	**$ -**
Expenditures:				
Capital Outlay	$ -	$ -	$ -	$ -
Total Expenditures	**$ -**	**$ -**	**$ -**	**$ -**
Excess (Deficiency) of Revenues over Expenditures	**$ -**		**$ -**	
Fund Balance - Beginning	**$ -**		**$ 14,152**	
Fund Balance - Ending	**$ -**		**$ 14,152**	

Montecito

Community Development District

Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Maintenance Assessments	$ 60,000	$ 98,255	$ 643,499	$ 19,842	$ 11,700	$ 7,542	$ 12,268	$ 3,731	$ -	$ -	$ -	$ -	$ 856,837
Interest Income	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ -	$ -	$ -	$ -	$ 2
Gate & Amenity Access Income	$ 365	$ -	$ -	$ -	$ -	$ 565	$ 450	$ 220	$ -	$ -	$ -	$ -	$ 1,600
Miscellaneous Income	$ 300	$ 300	$ -	$ 600	$ 300	$ 300	$ -	$ 600	$ -	$ -	$ -	$ -	$ 2,400
Total Revenues	**$ 60,665**	**$ 98,555**	**$ 643,499**	**$ 20,442**	**$ 12,000**	**$ 8,407**	**$ 12,719**	**$ 4,551**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 860,839**
Expenditures:													
General & Administrative:													
Supervisor Fees	$ 800	$ 800	$ 800	$ 600	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ -	$ -	$ -	$ -	$ 7,000
District Engineer	$ -	$ -	$ -	$ -	$ -	$ 220	$ -	$ -	$ -	$ -	$ -	$ -	$ 220
District Counsel	$ 3,848	$ 2,008	$ 8,989	$ 5,558	$ 6,278	$ 5,603	$ 7,155	$ 4,840	$ -	$ -	$ -	$ -	$ 44,277
District Management	$ 4,583	$ 4,583	$ 4,583	$ 4,583	$ 4,583	$ 4,583	$ 4,583	$ 4,583	$ -	$ -	$ -	$ -	$ 36,667
Disclosure Report	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Assessment Roll	$ 5,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,000
Information Technology	$ 150	$ 150	$ 150	$ 150	$ 150	$ 150	$ 150	$ 150	$ -	$ -	$ -	$ -	$ 1,200
Website Maintenance	$ 100	$ 100	$ 1,100	$ 100	$ 100	$ 100	$ 100	$ 100	$ -	$ -	$ -	$ -	$ 1,800
Auditing Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Arbitrage Rebate Calculation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Trustee Fees	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Public Officials/General Liability Insurance	$ 16,555	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 16,555
Legal Advertising	$ 203	$ 399	$ -	$ 203	$ 225	$ -	$ 444	$ -	$ -	$ -	$ -	$ -	$ 1,473
Dues, Licenses, & Subscriptions	$ 175	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 175
Property Appraiser	$ -	$ -	$ 211	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 211
Reimbursable Expenses	$ 696	$ 26	$ 6	$ 15	$ 83	$ 61	$ 89	$ 45	$ -	$ -	$ -	$ -	$ 1,020
Contingency	$ 177	$ 219	$ 197	$ 91	$ 81	$ 132	$ 163	$ 161	$ -	$ -	$ -	$ -	$ 1,221
Subtotal General & Administrative	**$ 32,287**	**$ 8,285**	**$ 16,035**	**$ 11,300**	**$ 12,499**	**$ 11,849**	**$ 13,683**	**$ 10,880**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 116,818**
Operations & Maintenance													
Field Management													
Amenity and Field Management Contract	$ 2,500	$ 8,672	$ 6,172	$ 4,778	$ -	$ -	$ 9,443	$ 9,443	$ -	$ -	$ -	$ -	$ 41,007
Facilities Attendant	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,837	$ 1,837	$ -	$ -	$ -	$ -	$ 3,673
Property Insurance	$ 34,078	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 34,078
ADP Fees	$ 66	$ -	$ 132	$ -	$ 75	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 274
Subtotal Field Management	**$ 36,644**	**$ 8,672**	**$ 6,304**	**$ 4,778**	**$ 75**	**$ -**	**$ 11,279**	**$ 11,279**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 79,032**
Amenity Center Operations													
Repairs & Maintenance (Non-HVAC)	$ 798	$ -	$ -	$ 218	$ 25	$ 857	$ 1,335	$ 2,104	$ -	$ -	$ -	$ -	$ 5,338
HVAC Repairs & Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office Supplies	$ -	$ -	$ -	$ -	$ 705	$ 111	$ 656	$ -	$ -	$ -	$ -	$ -	$ 1,471
Janitorial Supplies	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Janitorial Services	$ 450	$ 620	$ 620	$ 450	$ 450	$ 650	$ 1,010	$ 1,300	$ -	$ -	$ -	$ -	$ 5,550
Pest Control & Termite Bond	$ 80	$ -	$ 80	$ -	$ 80	$ -	$ 80	$ 459	$ -	$ -	$ -	$ -	$ 779
Fitness Equipment Repairs & Maintenance	$ -	$ -	$ -	$ 225	$ -	$ -	$ -	$ 225	$ -	$ -	$ -	$ -	$ 450
Playground Repairs & Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pool Service Repairs & Maintenance	$ 1,620	$ 1,008	$ 643	$ 993	$ 677	$ 1,807	$ 1,468	$ 1,288	$ -	$ -	$ -	$ -	$ 9,504
Subtotal Amenity Center Operations	**$ 2,947**	**$ 1,628**	**$ 1,343**	**$ 1,886**	**$ 1,937**	**$ 3,425**	**$ 4,549**	**$ 5,376**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 23,091**

Montecito

Community Development District

Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Irrigation													
Irrigation Repairs & Maintenance	$ 3,055	$ 5,437	$ 1,318	$ 1,492	$ 5,643	$ 9,826	$ 4,450	$ 1,556	$ -	$ -	$ -	$ -	$ 32,776
Irrigation Monitoring	$ 499	$ 499	$ 649	$ 499	$ 499	$ 499	$ 499	$ 499	$ -	$ -	$ -	$ -	$ 4,142
Hoover Pumps Repairs & Maintenance	$ 365	$ 2,290	$ 2,800	$ 2,590	$ -	$ 350	$ 1,637	$ 4,774	$ -	$ -	$ -	$ -	$ 14,806
Subtotal Irrigation	**$ 3,919**	**$ 8,226**	**$ 4,767**	**$ 4,581**	**$ 6,142**	**$ 10,675**	**$ 6,586**	**$ 6,829**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 51,724**
Lakes & Fountains													
Aquatic Maintenance	$ 480	$ 480	$ 700	$ 530	$ 530	$ 3,130	$ 530	$ 830	$ -	$ -	$ -	$ -	$ 7,210
Fountain Service Repairs & Maintenance	$ -	$ -	$ 480	$ 5,137	$ -	$ 5,120	$ 2,053	$ 558	$ -	$ -	$ -	$ -	$ 13,347
Subtotal Lakes & Fountains	**$ 480**	**$ 480**	**$ 1,180**	**$ 5,667**	**$ 530**	**$ 8,250**	**$ 2,583**	**$ 1,388**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 20,557**
Landscaping													
Landscaping Contracted Services	$ 6,434	$ 6,365	$ 6,390	$ 6,379	$ 6,500	$ 6,500	$ 6,500	$ 6,500	$ -	$ -	$ -	$ -	$ 51,568
Additional Landscaping Repairs & Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 11,775	$ -	$ -	$ -	$ -	$ 11,775
Entrance Pot Plant Replacement	$ -	$ -	$ 456	$ -	$ -	$ 4,200	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,656
Mulch	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Palm Tree Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Oak Tree Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subtotal Landscaping	**$ 6,434**	**$ 6,365**	**$ 6,846**	**$ 6,379**	**$ 6,500**	**$ 10,700**	**$ 6,500**	**$ 18,275**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 67,999**
Common Areas, Right of Ways & Perimeter Walls													
Street Light Repairs & Maintenance	$ 512	$ -	$ -	$ 1,075	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,587
Entrance Vehicular Gates Repairs & Maintenance	$ 490	$ 417	$ 4,709	$ 2,145	$ 811	$ -	$ 264	$ 1,168	$ -	$ -	$ -	$ -	$ 10,003
Pedestrian Entry Gates & Walls Maintenance	$ -	$ -	$ -	$ 4,142	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,142
Common Area Repairs & Maintenance	$ 387	$ 750	$ -	$ 806	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,943
Sidewalk Cleaning	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subtotal Common Areas, Right of Ways & Perimeter Walls	**$ 1,389**	**$ 1,167**	**$ 4,709**	**$ 8,167**	**$ 811**	**$ -**	**$ 264**	**$ 1,168**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 17,675**
Security Monitoring Services													
Fire Detection Services	$ 179	$ 179	$ 179	$ 179	$ 179	$ 179	$ 193	$ 298	$ -	$ -	$ -	$ -	$ 1,563
Access Control Services	$ 214	$ 214	$ 214	$ 214	$ 214	$ 214	$ 232	$ 232	$ -	$ -	$ -	$ -	$ 1,750
Intrusion Services	$ 131	$ 131	$ 131	$ 131	$ 131	$ 131	$ 141	$ 141	$ -	$ -	$ -	$ -	$ 1,068
Security Monitoring Repairs & Maintenance	$ -	$ 59	$ -	$ -	$ 59	$ 360	$ -	$ 59	$ -	$ -	$ -	$ -	$ 537
Subtotal Security Monitoring Services	**$ 524**	**$ 583**	**$ 524**	**$ 524**	**$ 583**	**$ 884**	**$ 566**	**$ 730**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 4,918**
Utilities													
Electric Services	$ 4,771	$ 3,462	$ 3,177	$ 3,168	$ 3,026	$ 3,227	$ 4,467	$ 4,136	$ -	$ -	$ -	$ -	$ 29,435
Telephone, Fax & Internet	$ 286	$ 286	$ 286	$ 387	$ 313	$ 313	$ 313	$ 313	$ -	$ -	$ -	$ -	$ 2,498
Water & Sewer Services	$ 131	$ 90	$ 225	$ 116	$ 136	$ 140	$ 141	$ 196	$ -	$ -	$ -	$ -	$ 1,175
Gate Kiosk Internet Services	$ 190	$ 190	$ 190	$ 200	$ 200	$ 200	$ 200	$ 200	$ -	$ -	$ -	$ -	$ 1,570
Subtotal Utilities	**$ 5,378**	**$ 4,028**	**$ 3,878**	**$ 3,871**	**$ 3,676**	**$ 3,880**	**$ 5,121**	**$ 4,845**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 34,677**
Other													
Contingency/Miscellaneous Expense	$ 760	$ 1,447	$ 274	$ 876	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,357
Subtotal Other	**$ 760**	**$ 1,447**	**$ 274**	**$ 876**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 3,357**
Total Expenditures	**$ 90,763**	**$ 40,881**	**$ 45,859**	**$ 48,029**	**$ 32,752**	**$ 49,663**	**$ 51,130**	**$ 60,770**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 419,849**
Excess Revenues (Expenditures)	$ (30,098)	$ 57,674	$ 597,640	$ (27,587)	$ (20,752)	$ (41,256)	$ (38,412)	$ (56,219)	$ -	$ -	$ -	$ -	$ 440,990
Other Financing Sources/Uses:													
Disaster Reserve Transfer Out	$ -	$ -	$ -	$ -	$ 25,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 25,000
Capital Reserve Transfer Out	$ -	$ -	$ -	$ -	$ 136,947	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 136,947
Roadway Reserve Transfer Out	$ -	$ -	$ -	$ -	$ 50,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 50,000
Total Other Financing Sources/Uses	**$ -**	**$ -**	**$ -**	**$ -**	**$ 211,947**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 211,947**
Net Change in Fund Balance	**$ (30,098)**	**$ 57,674**	**$ 597,640**	**$ (27,587)**	**$ (232,699)**	**$ (41,256)**	**$ (38,412)**	**$ (56,219)**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 229,043**

Montecito

Community Development District

Long Term Debt Summary

SERIES 2022, SPECIAL ASSESSMENT REFUNDING BONDS		
INTEREST RATES:	3.140%	
MATURITY DATE:	5/1/2037	
RESERVE DEFINITION:	10% MAXIMUM ANNUAL DEBT SERVICE	
RESERVE REQUIREMENT:	$31,593	
RESERVE BALANCE:	$32,382	
BONDS OUTSTANDING - 05/06/2022		$3,755,000
(LESS: PRINCIPAL PAYMENT - 05/01/23)		($200,000)
(LESS: SPECIAL CALL - 05/01/23)		($11,000)
CURRENT BONDS OUTSTANDING		**$3,544,000**

Montecito

Community Development District

Special Assessment Receipt Schedule

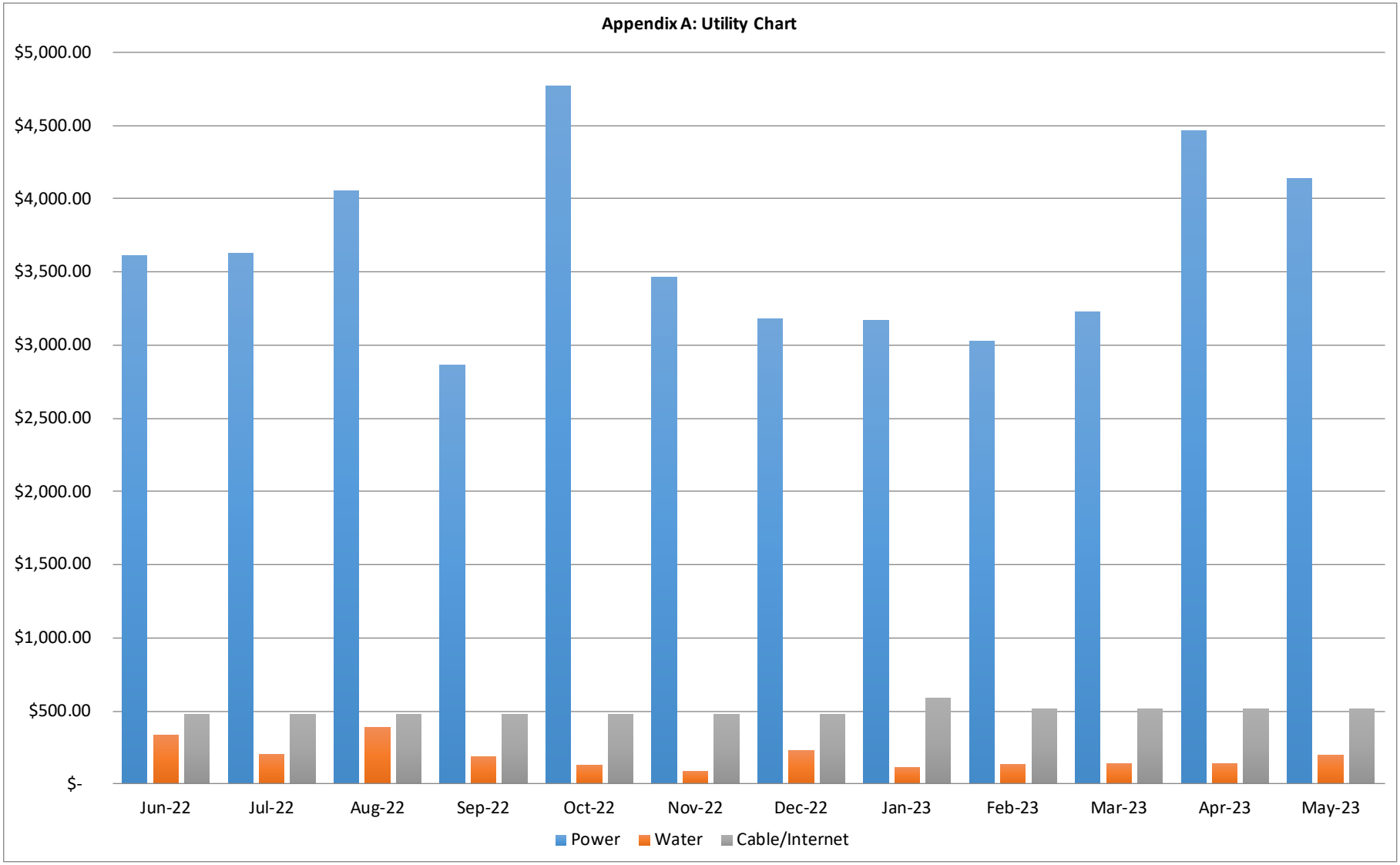
Fiscal Year 2023

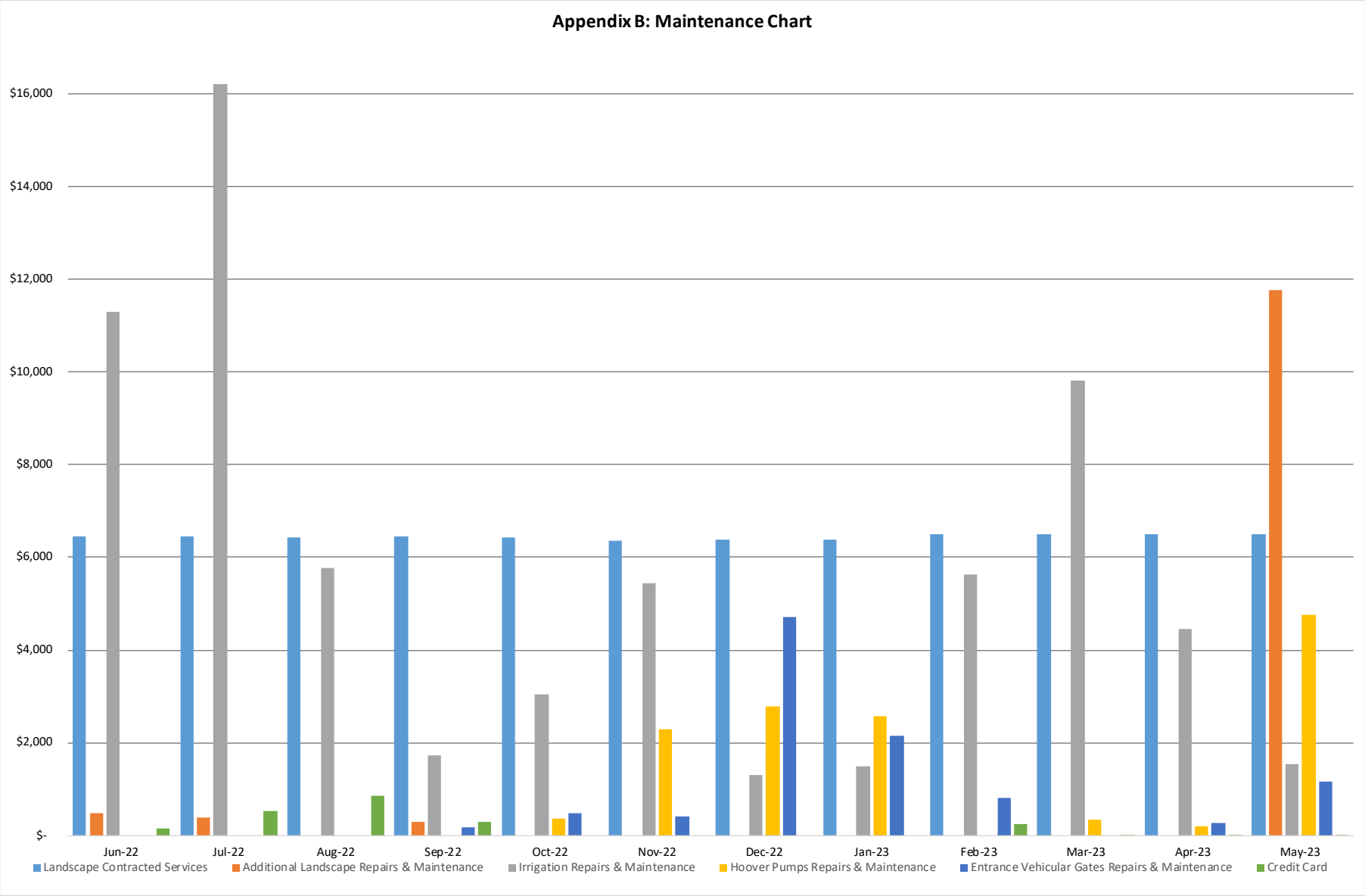
Gross Assessments	$ 855,050.08	$ 336,100.85	$ 1,191,150.93
Net Assessments	$ 803,747.08	$ 315,934.80	$ 1,119,681.87

ON ROLL ASSESSMENTS

								71.78%	28.22%	100.00%
Date	*Distribution*	*Distribution Period*	*Gross Amount*	*Commissions*	*Discount/Penalty*	*Interest*	*Net Receipts*	*O&M Portion*	*Series 2022 Debt Service*	*Total*
11/21/22	ACH	10/24/22	$16,789.35	($319.40)	($819.56)	$0.00	$15,650.39	$11,234.40	$4,415.99	$15,650.39
11/29/22	ACH	11/1/22	$128,854.14	($2,473.99)	($5,154.20)	$0.00	$121,225.95	$87,020.26	$34,205.69	$121,225.95
12/13/22	ACH	11/16/22 - 11/30/22	$915,065.94	($17,570.25)	($36,553.54)	$0.00	$860,942.15	$618,014.59	$242,927.56	$860,942.15
12/22/22	ACH	12/01/22 - 12/15/22	$37,523.86	($724.53)	($1,297.37)	$0.00	$35,501.96	$25,484.56	$10,017.40	$35,501.96
01/12/23	ACH	12/16/22 - 12/31/22	$29,077.68	($564.11)	($872.36)	$0.00	$27,641.21	$19,841.83	$7,799.38	$27,641.21
02/01/23	ACH	10/01/22 - 12/31/22	$0.00	$0.00	$0.00	$1,695.30	$1,695.30	$1,216.95	$478.35	$1,695.30
02/09/23	ACH	01/01/23 - 01/31/23	$15,241.31	($326.25)	($311.34)	$0.00	$14,603.72	$10,483.06	$4,120.66	$14,603.72
03/09/23	ACH	02/01/23 - 02/28/23	$10,815.42	($214.42)	($94.40)	$0.00	$10,506.60	$7,542.01	$2,964.59	$10,506.60
04/12/23	ACH	03/01/23 - 03/31/23	$17,315.10	($346.93)	$0.00	$0.00	$16,968.17	$12,180.35	$4,787.82	$16,968.17
04/28/23	ACH	01/01/23-03/31/23	$0.00	$0.00	$0.00	$122.57	$122.57	$87.99	$34.58	$122.57
05/09/23	ACH	04/01/23 - 04/30/23	$5,149.00	($106.07)	$0.00	$154.46	$5,197.39	$3,730.87	$1,466.52	$5,197.39
		TOTAL	**$ 1,175,831.80**	**$ (22,645.95)**	**$ (45,102.77)**	**$ 1,972.33**	**$ 1,110,055.41**	**$ 796,836.87**	**$ 313,218.54**	**$ 1,110,055.41**

99%	**Net Percent Collected**
$ 9,626	**Balance Remaining to Collect**


Appendix A: Utility Chart
$5,000.00
$4,500.00
$4,000.00
$3,500.00
$3,000.00
$2,500.00
$2,000.00
$1,500.00
$1,000.00
$500.00
$-
Jun-22
Jul-22
Aug-22
Sep-22
Oct-22
Nov-22
Dec-22
Jan-23
Feb-23
Mar-23
Apr-23
May-23
Power
Water
Cable/Internet


Appendix B: Maintenance Chart
$16,000
$14,000
$12,000
$10,000
$8,000
$6,000
$4,000
$2,000
$-
Jun-22
Jul-22
Aug-22
Sep-22
Oct-22
Nov-22
Dec-22
Jan-23
Feb-23
Mar-23
Apr-23
May-23
Landscape Contracted Services
Additional Landscape Repairs & Maintenance
Irrigation Repairs & Maintenance
Hoover Pumps Repairs & Maintenance
Entrance Vehicular Gates Repairs & Maintenance
Credit Card

SECTION C

Montecito

Community Development District

Special Assessment Receipt Schedule

Fiscal Year 2023

Gross Assessments	$ 855,050.08	$ 336,100.85	$ 1,191,150.93
Net Assessments	$ 803,747.08	$ 315,934.80	$ 1,119,681.87

ON ROLL ASSESSMENTS

								71.78%	28.22%	100.00%
Date	*Distribution*	*Distribution Period*	*Gross Amount*	*Commissions*	*Discount/Penalty*	*Interest*	*Net Receipts*	*O&M Portion*	*Series 2022 Debt Service*	*Total*
11/21/22	ACH	10/24/22	$16,789.35	($319.40)	($819.56)	$0.00	$15,650.39	$11,234.40	$4,415.99	$15,650.39
11/29/22	ACH	11/1/22	$128,854.14	($2,473.99)	($5,154.20)	$0.00	$121,225.95	$87,020.26	$34,205.69	$121,225.95
12/13/22	ACH	11/16/22 - 11/30/22	$915,065.94	($17,570.25)	($36,553.54)	$0.00	$860,942.15	$618,014.59	$242,927.56	$860,942.15
12/22/22	ACH	12/01/22 - 12/15/22	$37,523.86	($724.53)	($1,297.37)	$0.00	$35,501.96	$25,484.56	$10,017.40	$35,501.96
01/12/23	ACH	12/16/22 - 12/31/22	$29,077.68	($564.11)	($872.36)	$0.00	$27,641.21	$19,841.83	$7,799.38	$27,641.21
02/01/23	ACH	10/01/22 - 12/31/22	$0.00	$0.00	$0.00	$1,695.30	$1,695.30	$1,216.95	$478.35	$1,695.30
02/09/23	ACH	01/01/23 - 01/31/23	$15,241.31	($326.25)	($311.34)	$0.00	$14,603.72	$10,483.06	$4,120.66	$14,603.72
03/09/23	ACH	02/01/23 - 02/28/23	$10,815.42	($214.42)	($94.40)	$0.00	$10,506.60	$7,542.01	$2,964.59	$10,506.60
04/12/23	ACH	03/01/23 - 03/31/23	$17,315.10	($346.93)	$0.00	$0.00	$16,968.17	$12,180.35	$4,787.82	$16,968.17
04/28/23	ACH	01/01/23-03/31/23	$0.00	$0.00	$0.00	$122.57	$122.57	$87.99	$34.58	$122.57
05/09/23	ACH	04/01/23 - 04/30/23	$5,149.00	($106.07)	$0.00	$154.46	$5,197.39	$3,730.87	$1,466.52	$5,197.39
		TOTAL	**$ 1,175,831.80**	**$ (22,645.95)**	**$ (45,102.77)**	**$ 1,972.33**	**$ 1,110,055.41**	**$ 796,836.87**	**$ 313,218.54**	**$ 1,110,055.41**

99%	**Net Percent Collected**
$ 9,626	**Balance Remaining to Collect**

SECTION D

Montecito
Community Development District

Summary of Invoices

May 1, 2023 to May 31, 2023

Fund	Date		Check No.'s		Amount
General Fund	5/1/23		1645 - 1648	$	8,731.93
	5/11/23		1649 - 1664	$	56,280.18
	5/22/23		1665 - 1673	$	9,168.08
				$	74,180.19
ACH		Spectrum	8337 11 031 0028216		313.14
		Spectrum	8337 11 031 0028919		99.99
		Spectrum	8337 11 031 0028927		99.99
		Truist	Credit Card Payment		26.5
		City of Melbourne	181592-219109		196.43
		FPL	15698-02240		810.46
		FPL	17845-06444		97.77
		FPL	26747-37206		99.23
		FPL	27312-55499		2447.14
		FPL	39851-84518		434.71
		FPL	70612-92491		2059.98
		FPL	81038-69205		1728.14
		FPL	81750-88205		817.8
				$	9,231.28
				$	**83,411.47**

*** CHECK DATES 05/01/2023 - 05/31/2023 *** MONTECITO - GENERAL FUND
BANK A GENERAL FUND

CHECK DATE	VEND#	.....INVOICE..... DATE	INVOICE	...EXPENSED TO... YRMO	DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT	#
5/01/23	00010	3/31/23	180479	202303	310-51300-31500		*	5,602.50		
			GENERAL COUNSEL MAR 23							
						BILLING, COCHRAN, LYLES, MAURO,			5,602.50	001645
5/01/23	00120	4/12/23	442973	202304	320-53800-47100		*	530.00		
			AQUATIC WEED CNTL APR 23							
						ECOR INDUSTRIES			530.00	001646
5/01/23	00076	4/14/23	29856A	202304	320-53800-47200		*	962.60		
			INSTALL NEW CAPACITOR BOX							
						FOUNTAIN DESIGN GROUP INC			962.60	001647
5/01/23	00035	4/20/23	173435	202304	320-53800-47410		*	289.00		
			REPAIR FLOW METER/PUMP							
		4/20/23	173541	202304	320-53800-47400		*	210.00		
			EVALUATE REFILL WELL							
		4/24/23	169902	202304	320-53800-47410		*	1,137.83		
			PREVENTATIVE MAINT 4/20							
						HOOVER PUMPING SYSTEMS CORP			1,636.83	001648
5/11/23	00012	4/25/23	197166	202304	330-53800-50000		*	530.00		
			REPLACE PUMP MOTOR/SEALS							
		5/01/23	196616	202305	330-53800-50000		*	938.00		
			POOL MAINTENANCE MAY 23							
						BREVARD POOLS, INC			1,468.00	001649
5/11/23	00003	4/01/23	15800365	202304	330-53800-48300		*	450.00		
			CLEANING SERVICES APR 23							
		5/01/23	15800370	202305	330-53800-48300		*	650.00		
			CLEANING SERVICES MAY 23							
						COVERALL CENTRAL FLORIDA			1,100.00	001650
5/11/23	00086	5/03/23	CL050320	202305	310-51300-11000		*	200.00		
			BOS MEETING 5/3/23							
						CATHERINE I LECESNE			200.00	001651
5/11/23	00137	5/03/23	ES050320	202305	310-51300-11000		*	200.00		
			BOS MEETING 5/3/23							
						ERIC SMITH			200.00	001652
5/11/23	00025	5/09/23	1075742	202305	320-53800-47500		*	290.00		
			REPAIR ENTRANCE GATE							
						FLORIDA DOOR CONTROL OF ORLANDO,INC			290.00	001653
5/11/23	00058	5/09/23	05-BID-6	202305	330-53800-50000		*	350.00		
			POOL PERMIT FY23							
						FLORIDA DEPARTMENT OF HEALTH			350.00	001654

CHECK DATE	VEND#	.....INVOICE..... DATE	INVOICE	...EXPENSED TO... YRMO	DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT	#
5/11/23	00060	5/01/23	207	202305	310-51300-34000		*	4,583.33		
			MANAGEMENT FEES MAY 23							
		5/01/23	207	202305	310-51300-35200		*	100.00		
			WEBSITE ADMIN MAY 23							
		5/01/23	207	202305	310-51300-35100		*	150.00		
			INFORMATION TECH MAY 23							
		5/01/23	207	202305	310-51300-42700		*	45.36		
			REIMBURSABLES MAY 23							
						GOVERNMENTAL MANAGEMENT SERVICES			4,878.69	001655
5/11/23	00034	5/03/23	GH050320	202305	310-51300-11000		*	200.00		
			BOS MEETING 5/3/23							
						GEORGE E. HENSON			200.00	001656
5/11/23	00078	5/01/23	1923	202305	320-53800-47310		*	499.00		
			IRRIGATION MONITOR MAY 23							
						INSIGHT IRRIGATION LLC			499.00	001657
5/11/23	00146	4/12/23	16238	202303	320-53800-47300		*	481.00		
			REPAIR MAINLINE BREAK							
		4/12/23	16242	202303	320-53800-47300		*	335.00		
			REPAIR PGV VALVE							
		4/12/23	16243	202303	320-53800-47300		*	260.25		
			REPAIR POP UP SPRAY HEADS							
		4/24/23	16291	202304	320-53800-47300		*	850.00		
			REPAIR POOL/PATIO AREAS							
		4/24/23	16292	202304	320-53800-47300		*	3,600.00		
			INSTALL DECODER/ELECTRIC							
		4/26/23	16319	202303	320-53800-47300		*	8,750.00		
			REMOVE BATTERY PACK							
		5/01/23	16427	202305	320-53800-46200		*	6,500.00		
			LANDSCAPE MAINT MAY 23							
		5/02/23	16514	202305	320-53800-47400		*	1,600.00		
			PLUG WALL TO WELL							
						PROGREEN SERVICES, LLC			22,376.25	001658
5/11/23	00055	5/09/23	05092023	202305	330-53800-53000		*	458.64		
			ANNUAL TERMITE SVCS FY23							
						PRICE TERMITE & PEST CONTROL			458.64	001659
5/11/23	00144	5/03/23	RW050320	202305	310-51300-11000		*	200.00		
			BOS MEETING 5/3/23							
						RICHARD WELLMAN			200.00	001660
5/11/23	00147	4/18/23	51175676	202304	330-53800-53000		*	80.00		
			PEST CONTROL APR 23							
						STARK EXTERMINATORS			80.00	001661

*** CHECK DATES 05/01/2023 - 05/31/2023 *** MONTECITO - GENERAL FUND
BANK A GENERAL FUND

CHECK DATE	VEND#	.....INVOICE..... DATE	INVOICE	...EXPENSED TO... YRMO	DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT	#
5/11/23	00044	4/25/23	481351	202305	320-53800-34400		*	39.28		
			FIRE ALARM MAY 23							
		4/25/23	481351	202305	320-53800-34500		*	231.58		
			ACCESS CONTROL MAY 23							
		4/25/23	481351	202305	320-53800-34400		*	153.73		
			FIRE SVCS MAY 23							
		4/25/23	481351	202305	320-53800-34600		*	141.33		
			INTRUSION SVCS MAY 23							
						SONITROL OF TALLAHASSEE, INC			565.92	001662
5/11/23	00148	5/03/23	TG050320	202305	310-51300-11000		*	200.00		
			BOS MEETING 5/3/23							
						TANJA GLYNN			200.00	001663
5/11/23	00152	4/30/23	409953	202304	320-53800-12100		*	9,442.50		
			GENERAL MANAGER APR 23							
		4/30/23	409953	202304	330-53800-12100		*	1,836.50		
			FACILITY ATTENDANT APR 23							
		4/30/23	410005	202304	330-53800-48100		*	655.68		
			GENERAL SUPPLIES APR 23							
		5/01/23	409954	202305	320-53800-12100		*	9,442.50		
			GENERAL MANAGER MAY 23							
		5/01/23	409954	202305	330-53800-12100		*	1,836.50		
			FACILITY ATTENDANT MAY 23							
						VESTA PROPERTY SERVICES, INC.			23,213.68	001664
5/22/23	00014	5/17/23	7458	202305	330-53800-52000		*	225.00		
			PREVENTATIVE MAINTENANCE							
						BROWN FITNESS SERVICES, LLC			225.00	001665
5/22/23	00153	5/12/23	42766605	202305	330-53800-46000		*	1,995.00		
			INSTALL WATER HEATER							
						DIAL DURON			1,995.00	001666
5/22/23	00120	5/16/23	445164	202305	320-53800-47200		*	530.00		
			AQUATIC WEED CNTRL MAY 23							
						ECOR INDUSTRIES			530.00	001667
5/22/23	00076	5/17/23	30113A	202305	320-53800-47200		*	265.00		
			INSTALL NEW TIMER							
						FOUNTAIN DESIGN GROUP INC			265.00	001668
5/22/23	00025	5/02/23	1075639	202305	320-53800-47500		*	430.00		
			REPAIR SIDE EXIT GATE							
		5/02/23	1075640	202304	320-53800-47500		*	264.00		
			REPAIR FRONT GATE							

*** CHECK DATES 05/01/2023 - 05/31/2023 *** MONTECITO - GENERAL FUND
BANK A GENERAL FUND

CHECK DATE	VEND#	.....INVOICE..... DATE	INVOICE	...EXPENSED TO... YRMO	DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT	#
		5/10/23	1075786	202305	320-53800-47500		*	448.00		
			REPLACE GATE TIMER							
						FLORIDA DOOR CONTROL OF ORLANDO,INC			1,142.00	001669
5/22/23	00027	4/30/23	00055867	202304	310-51300-48000		*	443.57		
			NOT ENG SVC MTG 4/14/23							
						FLORIDA TODAY PAYMENT CENTER			443.57	001670
5/22/23	00035	5/04/23	173553	202305	320-53800-47400		*	998.27		
			REPLACE SHUT OFF VALVE							
		5/04/23	173593	202305	320-53800-47400		*	2,175.24		
			INSTALL FLOW METER							
						HOOVER PUMPING SYSTEMS CORP			3,173.51	001671
5/22/23	00151	4/27/23	29555	202304	330-53800-46000		*	1,335.00		
			REMAINING BAL CYLINDERS							
						LOCK HAVEN LOCKSMITHING & CARPENTRY			1,335.00	001672
5/22/23	00044	5/19/23	484551	202305	320-53800-34700		*	59.00		
			TRIP CHARGE							
						SONITROL OF TALLAHASSEE, INC			59.00	001673

TOTAL FOR BANK A 74,180.19

TOTAL FOR REGISTER 74,180.19

SECTION V

SECTION A

SECTION i

MEMORANDUM

TO: District Manager

FROM: Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
District Counsel

DATE: June 6, 2023

RE: Required Ethics Training

On May 24, 2023, the Governor signed CS/HB 199 into law as Chapter 2023-121, Laws of Florida. Section 112.3142, Florida Statutes, requires that specified constitutional officers, elected municipal officers, and commissioners complete four (4) hours of ethics training annually. This requirement is noted on page 1 of the Form 1, Statement of Financial Interests. This legislation provides that beginning January 1, 2024, elected and appointed commissioners of community redevelopment agencies and local officers of independent special districts are now required to complete four (4) hours of ethics training annually. The training must address, at a minimum, s. 8, Art. II of the Florida Constitution (ethics for public officers and financial disclosure), the Code of Ethics for Public Officers and Employees, and the Florida Public Records Law and Open Meetings laws. The legislation specifically provides that this training requirement may be satisfied by completing a continuing legal education class or other continuing professional education class or seminar if the required subject matter is covered therein.

For current supervisors and officers, it is recommended that this training requirement be completed by July 1, 2024, so that the supervisor or officer can verify compliance with the required training on his or her Form 1, Statement of Financial Interests (2023). Elected local officers of independent special districts that assume office on or before March 31st must complete annual ethics training by December 31st of the year the term begins; however, if the term starts after March 31st, the officer is not required to complete the required ethics training until December 31st of the following year. The Legislature intends for those elected officers to receive the required training as close as possible to the date that he or she assumes office. The chart below can be used as a reference:

Date elected or appointed	Annual Training Completed By
Current Officer/Supervisor	December 31, 2024 (recommend completion by July 1, 2024)
January 1 – March 31, 2024	December 31, 2024
April 1 – December 31, 2024	December 31, 2025

The legislation also amends Section 112.313(a), Florida Statutes, clarifying the conflicts exception for public officers or employees of water control districts (Chapter 298, Florida Statutes)

or a special tax districts created by general (i.e. community development districts) or special law and which is limited specifically to constructing, maintaining, managing, and financing improvements in the land area over which the district has jurisdiction. Employment with or entering into a contractual relationship with a business entity is not prohibited and is not deemed a conflict per se; however, conduct by such officer or employee that is prohibited by or otherwise frustrates the intent of Section 112.313(7), Florida Statutes, including conduct that violates subsections (6) (misuse of public position) and (8) (disclosure of information not otherwise available to the public for personal benefit) thereof is deemed an impermissible conflict of interest.

For convenience, we have included a copy of the legislation referenced in this memorandum. We request that you include this memorandum as part of the agenda packages for upcoming meetings of the governing boards of those special districts in which you serve as the District Manager and this firm serves as District Counsel. You can expect our traditional legislative memorandum in the coming weeks, where we will summarize other legislation from the 2023 Legislative Session relevant to special districts.

CHAPTER 2023-121

Committee Substitute for House Bill No. 199

An act relating to ethics requirements for officers and employees of special tax districts; amending s. 112.313, F.S.; specifying that certain conduct by certain public officers and employees is deemed a conflict of interest; making technical changes; amending s. 112.3142, F.S.; requiring certain ethics training for elected local officers of independent special districts beginning on a specified date; specifying requirements for such training; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsection (7) of section 112.313, Florida Statutes, is amended to read:

112.313 Standards of conduct for public officers, employees of agencies, and local government attorneys.—

(7) CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP.—

(a) No public officer or employee of an agency shall have or hold any employment or contractual relationship with any business entity or any agency which is subject to the regulation of, or is doing business with, an agency of which he or she is an officer or employee, excluding those organizations and their officers who, when acting in their official capacity, enter into or negotiate a collective bargaining contract with the state or any municipality, county, or other political subdivision of the state; nor shall an officer or employee of an agency have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between his or her private interests and the performance of his or her public duties or that would impede the full and faithful discharge of his or her public duties.

1. When the agency referred to is that certain kind of special tax district created by general or special law and is limited specifically to constructing, maintaining, managing, and financing improvements in the land area over which the agency has jurisdiction, or when the agency has been organized pursuant to chapter 298, then employment with, or entering into a contractual relationship with, such business entity by a public officer or employee of such agency <u>is</u> ~~shall~~ not ~~be~~ prohibited by this subsection or be deemed a conflict per se. However, conduct by such officer or employee that is prohibited by, or otherwise frustrates the intent of, this section<u>, including conduct that violates subsections (6) and (8), is</u> ~~shall be~~ deemed a conflict of interest in violation of the standards of conduct set forth by this section.

2. When the agency referred to is a legislative body and the regulatory power over the business entity resides in another agency, or when the regulatory power which the legislative body exercises over the business entity or agency is strictly through the enactment of laws or ordinances, then employment or a contractual relationship with such business entity by a public officer or employee of a legislative body shall not be prohibited by this subsection or be deemed a conflict.

(b) This subsection shall not prohibit a public officer or employee from practicing in a particular profession or occupation when such practice by persons holding such public office or employment is required or permitted by law or ordinance.

Section 2. Paragraphs (d) and (e) of subsection (2) of section 112.3142, Florida Statutes, are redesignated as paragraphs (e) and (f), respectively, present paragraph (e) of that subsection is amended, and a new paragraph (d) is added to that subsection, to read:

112.3142 Ethics training for specified constitutional officers, elected municipal officers, ~~and~~ commissioners <u>of community redevelopment agencies, and elected local officers of independent special districts</u>.—

(2)

<u>(d) Beginning January 1, 2024, each elected local officer of an independent special district, as defined in s. 189.012, and each person who is appointed to fill a vacancy for an unexpired term of such elective office must complete 4 hours of ethics training each calendar year which addresses, at a minimum, s. 8, Art. II of the State Constitution, the Code of Ethics for Public Officers and Employees, and the public records and public meetings laws of this state. This requirement may be satisfied by completion of a continuing legal education class or other continuing professional education class, seminar, or presentation, if the required subject matter is covered by such class, seminar, or presentation.</u>

<u>(f)</u>~~(e)~~ The Legislature intends that a constitutional officer<u>,</u> ~~or~~ elected municipal officer<u>, or elected local officer of an independent special district</u> who is required to complete ethics training pursuant to this section receive the required training as close as possible to the date that he or she assumes office. A constitutional officer<u>,</u> ~~or~~ elected municipal officer<u>, or elected local officer of an independent special district</u> assuming a new office or new term of office on or before March 31 must complete the annual training on or before December 31 of the year in which the term of office began. A constitutional officer<u>,</u> ~~or~~ elected municipal officer<u>, or elected local officer of an independent special district</u> assuming a new office or new term of office after March 31 is not required to complete ethics training for the calendar year in which the term of office began.

Section 3. This act shall take effect July 1, 2023.

Approved by the Governor May 24, 2023.

Filed in Office Secretary of State May 24, 2023.

SECTION D

MANAGER'S REPORT MONTECITO CDD

Discussion/Informational:

1. General Admin, Maintenance, and repairs
    a. The weekend representative has been completing general repairs.
        i. Installed sensors in bathrooms.
        ii. Installed timer and sensor in fitness room.
        iii. Power washed the sidewalk at the back entrance.
        iv. Filled pothole and tightened signage in the community.
    b. General office administration completed.
        i. Reset all WIFI passwords for management office.
        ii. Had Camera DVR's replaced and are now running.
        iii. Met with Reserve Study company.
        iv. Met with GMS to review scopes.
        v. Ordered new access cards for community.
        vi. Got TV, DVR working in clubhouse.
        vii. Handled calls, customers and vendors.
2. Pool – Passed Health inspections.
    a. Repaired acid and chlorine lines
    b. Repaired Stenner pump.
    c. Ordered new lift – company waiting on payment to schedule installation.
3. Have received and responded to 36 Tickets in the month of June. Primarily landscape related.
4. Landscaping – Question on who maintains the trimming along the town home fences. They are at various depths.
    a. Finished installing planters.
    b. Finished lake plantings.
    c. Completed updated sod assessment on CDD Verge areas and common areas.
    d. Repaired damaged sidewalk section by pond.

Decisions for Board Members/estimates:

5. Gates – FDC – recommends new arms and raising of one pedestal on Shearwater. Cost is $4,060.00 however; they want the palm tree and planters removed as they interfere with the function of the gate.
    a. Repaired south Patrick gate due to arm adjustment breaking.
6. Pedestrian Gates and fencing Vue/Montecito –
    a. Superior estimate $21,444.63 includes "lighted bollard" and the vinyl fence at corner of Vue and Montecito wall.
    b. Secure Fence $12,132.00 (option for arched gates or straight) includes a concrete reflective bollard 4 feet tall and vinyl fence at corner of Vue/Montecito wall.
    c. Galvin Fencing $9,735.00 includes a concrete bollard, reflective and vinyl fence at corner of Vue and Montecito wall.
7. Steam Cleaning Clubhouse furnishings:
    a. Sunshine is $1220.75
    b. Steamboat is $1587.42
    c. Coverall is $685.00

8. Cost to install Center faucet for pool shower – includes mixing valve, as the plumbing will be updated in the attic space $4832.00 (Same cost without hot)
9. Signage for clubhouse - $2151.33 – this includes 19 signs – Entry way hours, fitness hours and rules, no exit signs, wipe down equipment signs, game room rules, new gate signs, managers office, tow signs and no parking signs for mission bay.
10. Electronic Announcements board for entrance to Montecito – LED options full graphics and 7 year warranty $7,424 per sign or LED with lower graphics at $5,943 per sign.
11. ProGreen estimate to install Rock at the fence line between Montecito and the Vue is $5090.00.
12. Lake Pacifica Fountain – The cable is extended as far as it goes. Cascade sent quote to move fountain with new cable $7,972.54; RECOMMENDED new control panel $3,439.00 existing control panel is in bad condition. Or they can install a new fountain with updated electronics, LED lighting, and new panel $18,164.00.
13. Brown Fitness and Reserve study recommends replacement of Cardio equipment. Brown stated that replacement of One elliptical is recommended $3,699.00 plus freight – estimated $1,000.00 freight cost.
14. Roof – have information from Sybo and Tech systems, waiting on Collis.

SECTION VI

SECTION A

SECTION i

RESOLUTION 2023-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MONTECITO COMMUNITY DEVELOPMENT DISTRICT AMENDING AND RESTATING RESOLUTION 2018-04, AFFIRMING AND APPROVING THE PROCESS FOR HOMEOWNER'S ASSOCIATION ARCHITECTURAL REVIEW BOARD APPROVAL FOR LANDOWNER IMPROVEMENTS; PROVIDING FOR A PROCESSING FEE FOR THE COSTS INCURRED BY THE DISTRICT; AUTHORIZING THE GENERAL MANAGER OF THE MONTECITO BEACH CLUB AMENITY CENTER, OR IN HIS OR HER ABSENCE, THE DISTRICT MANAGER TO APPROVE AND EXECUTE TEMPORARY ACCESS EASEMENT AGREEMENTS WITH LANDOWNERS PURSUANT TO APPROVAL THE PROCESS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Montecito Community Development District (the "District") is a local unit of special purpose government created and existing under Chapter 190, Florida Statutes; and

WHEREAS, at its meeting of February 26, 2018, the District Board of Supervisors (the "Board") adopted Resolution 2018-04, providing for a means to process certain temporary access easements; and

WHEREAS, the Board has determined that it is necessary to update and amend the procedures and approval process contained in Resolution 2018-04; and

WHEREAS, landowners are required to apply and receive approval from the Montecito Homeowner's Association Architectural Review Board ("ARB") prior to work proceeding on the landowner property; and

WHEREAS, the District receives requests from landowners within the District for approval of temporary access to and through District property so that landowners can undertake improvements to their property; and

WHEREAS, the District desires to amend and restate the content of Resolution 2018-04 to provide for a procedure for the receipt, review and determination of the request by landowners on an expedited basis; and

WHEREAS, the District incurs costs of approximately $300 for the review, research, preparation and execution of the requested temporary access easement agreements; and

WHEREAS, the District Board of Supervisors determined at its meeting of July 12, 2023 that it is in the best interest District and its landowners that the General Manager of the Montecito Beach Club Amenity Center, or in his or her absence, the District Manager review and approve temporary access easement agreements on behalf of the District pursuant to a specific procedure.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE MONTECITO COMMUNITY DEVELOPMENT DISTRICT:

Section 1. The foregoing recitals clauses are true and correct and are hereby incorporated into this Resolution by reference.

Section 2. The District hereby approves the following procedure for requests from landowners for temporary access on and through the District property by landowners and their agents (collectively, the "Landowners"):

a. Landowner provides the General Manager of the Montecito Beach Club Amenity Center (the "General Manager") with the written approval from the ARB for the improvements to Landowner property;

b. Landowner provides the General Manager with a detailed description of the proposed work to be performed for the improvements and the estimated time for construction;

c. Landowner provides the General Manager with a sketch or drawing of the location of the District property that landowner is seeking the temporary access easement over;

d. Landowner provides the General Manager proof of ownership of the Landowner property;

e. Landowner pays a fee of $300 made payable to the Montecito Community Development District for the review, preparation and execution of the temporary access agreement; and

f. General Manager authorizes District Counsel to prepare the temporary access easement agreement upon verification that the above items have been satisfied by Landowner.

Section 3. That the General Manager, and in his or her absence, the District Manager, is hereby authorized to act on behalf of the District and review and approve the temporary access easement agreements as forth herein.

Section 4. The legal form of each temporary access easement agreement executed pursuant to this Resolution shall be acceptable to the District Counsel of the District, in his or her discretion, subject to Board direction.

Section 5. Upon adoption of this Resolution, Resolution 2018-04 is hereby replaced in its entirety and of no further force and effect from the date of adoption of this Resolution.

Section 6. The proper District officials are hereby authorized and directed to take all steps necessary to effectuate the intent of this Resolution.

Section 7. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 8. This Resolution shall take effect upon adoption.

THIS RESOLUTION WAS PASSED AND ADOPTED by the District at its regularly scheduled meeting this 12th day of July 2023.

ATTEST:	**MONTECITO COMMUNITY DEVELOPMENT DISTRICT**
_____	_____
Print Name: _____	Print Name: _____
Secretary/Assistant Secretary	Chairman/ Vice Chairman

SECTION ii

RESOLUTION 2023-11

A RESOLUTION OF THE BOARD OF SUPERVISORS OF MONTECITO COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR THE REMOVAL AND APPOINTMENT OF AN ASSISTANT SECRETARY OF THE DISTRICT; AND APPOINTMENT OF ASSISTANT TREASURER OF THE DISTRICT; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Montecito Community Development District (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated within the City of Satellite Beach, Brevard County, Florida; and

WHEREAS, the Board of Supervisors of the District desires to remove and appoint an Assistant Secretary; and

WHEREAS, the Board of Supervisors of the District desires to appoint an Assistant Treasurer.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF MONTECITO COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. Darrin Mossing, Sr. is appointed Assistant Secretary effective immediately. Effective immediately, the existing Assistant Secretary, Howard McGaffney, is removed.

SECTION 2. Darrin Mossing, Sr. is appointed Assistant Treasurer.

SECTION 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 12th day of July, 2023.

ATTEST:

MONTECITO COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
Chairperson, Board of Supervisors

SECTION iii

RESOLUTION 2023-12

A RESOLUTION OF THE BOARD OF SUPERVISORS OF MONTECITO COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE DISTRICT'S APPOINTED TREASURER, ASSISTANT TREASURER, AND SECRETARY OF THE DISTRICT AS SIGNORS ON THE DISTRICT'S LOCAL BANK ACCOUNT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Montecito Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, and situated entirely within the City of Satellite Beach, Brevard County, Florida; and

WHEREAS, the District's Board of Supervisors desires to designate the District's appointed Treasurer, Assistant Treasurer, and Secretary as signors on the District's local bank account.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF MONTECITO COMMUNITY DEVELOPMENT DISTRICT THAT:

SECTION 1. The District's appointed Treasurer, Assistant Treasurer, and Secretary shall be appointed as signors on the District's local bank account.

SECTION 2. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 12th day of July, 2023.

ATTEST:

MONTECITO COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
Chairperson, Board of Supervisors

SECTION iv

FOURTH AMENDMENT TO THE AGREEMENT FOR DISTRICT MANAGEMENT SERVICES TO THE MONTECITO COMMUNITY DEVELOPMENT DISTRICT AND GOVERNMENTAL MANAGEMENT SERVICES – CENTRAL FLORIDA, LLC.

THIS IS A FOURTH AMENDMENT TO DISTRICT MANAGEMENT AGREEMENT (the "**AMENDMENT**") of the **AGREEMENT** *for District Management Services between Montecito Community Development District and Governmental Management Services – Central Florida, LLC,* dated May 1, 2017, as amended from time to time (the "**AGREEMENT**") is made effective as of the on June 1, 2023, by and between:

Montecito Community Development District, a local unit of special purpose government established pursuant to Chapter 190, *Florida Statutes* having a mailing address of 219 East Livingston Street, Orlando, FL 32801 (the "**DISTRICT**"); and

Governmental Management Services-Central Florida, LLC. a Florida limited liability company, with offices located at 219 East Livingston Street, Orlando, FL 32801 (the "**MANAGER**").

RECITALS

WHEREAS, the **DISTRICT** and the **MANAGER** previously entered into the **AGREEMENT** for the provision of district management services; and

WHEREAS, the **DISTRICT** and the **MANAGER** are collectively referred to herein as the "**PARTIES**" or individually as a "**PARTY**"; and

WHEREAS, the **DISTRICT** and the **MANAGER** wish to amend the **AGREEMENT** to include an insurance provision, an E-Verify provision, a financial advisor disclaimer, an updated address for notices sent to the **DISTRICT**, a public records provision, and a revised indemnification provision; and

WHEREAS, the parties now desire to amend the **AGREEMENT** to provide accordingly.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the **DISTRICT** and the **MANAGER** hereby agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and by this reference are incorporated as a material part of this **AMENDMENT**.

2. **AMENDED ADDRESS FOR NOTICES.** All notices required under the **AGREEMENT** shall be sent by certified mail, return receipt requested, or express mail with proof of receipt. If sent to the **DISTRICT**, notice shall be sent to:

Montecito Community Development District
C/O Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
Las Olas Square, Suite 600
515 East Las Olas Boulevard
Fort Lauderdale, FL 33301

Attn: Michael Pawelczyk, Esq.

If notice is sent to **MANAGER**, it shall be sent to:

Governmental Management Services – Central Florida, LLC
219 E. Livingston Street
Orlando, Florida 32801
Attn: District Manager

With a copy to: Governmental Management Services – Central Florida, LLC
219 E. Livingston Street
Orlando, Florida 32801
Attn: George Flint

Governmental Management Services – Central Florida, LLC
1001 Bradford Way
Kingston, Tennessee 37763
Attn: Darrin Mossing

3. **AMENDED INDEMNIFICATION PROVISION.** The indemnification provision set forth in the General Terms and Conditions of the **AGREEMENT** is replaced with the following:

The **MANAGER** shall indemnify and hold the **DISTRICT**, its officers, directors, supervisors, employees, agents, successors, and assigns harmless from and against any and all damages, losses, settlement payments, deficiencies, liabilities, costs and expenses, including without limitation, reasonable attorney's fees suffered, sustained, incurred or required to be paid by **DISTRICT** to the extent arising out of the **MANAGER's** failure to perform under this Agreement or at law, or by the negligence, reckless, or willful misconduct of the **MANAGER**. If the **MANAGER** receives notice of or undertakes the defense or the prosecution of any action, claim, suit, administrative or arbitration proceeding or investigation consistent with **MANAGER's** indemnity obligations hereunder, the **MANAGER** shall give the **DISTRICT** prompt notice of such proceedings and shall inform the **DISTRICT** in advance of all hearings regarding such action, claim, suit, proceeding, or investigation.

To the extent allowable under applicable law (and only to the extent of the limitations of liability set forth in Section 768.28, Florida Statutes), and except and to the extent caused by the negligence, reckless, or willful misconduct of the **MANAGER**, the **DISTRICT** agrees to indemnify and hold the **MANAGER** and its respective officers, directors, employees, agents, successors and assigns harmless from and against any and all damages, losses, settlement payments, deficiencies, liabilities, costs, and expenses, including without limitation, reasonable attorney's fees, suffered, sustained, incurred or required to be paid by **MANAGER** to the extent arising out of the subject services and/or the engagement of **MANAGER** pursuant to this Agreement, the instruction or directions provided to the **MANAGER**, or the negligence or willful misconduct of the **DISTRICT** or any of its duly designated agents (other than **MANAGER**) or representatives. If the **DISTRICT** receives notice of or undertakes the defense or the prosecution of any action, claim, suit, administrative or arbitration proceeding or investigation consistent with **DISTRICT's** indemnity obligations hereunder, the **DISTRICT** shall give the **MANAGER** prompt notice of such proceedings and shall inform the **MANAGER** in advance of all hearings regarding such action, claim, suit, proceeding, or investigation.

Notwithstanding any provision to the contrary contained in this Agreement, in no event shall either party be liable, either directly or as an indemnitor, to the other, for any special, punitive, indirect and/or consequential damages, including damages attributable to loss of use, loss of income or loss of profit even if the other party has been advised of the possibility of such damages.

In the event that claim(s) raised against the **MANAGER** because of this Agreement, or because the Services performed hereunder, including claims for indemnification under this section of the Agreement is/are covered under **MANAGER's** insurance policies required hereunder, the **MANAGER** shall not be responsible for any loss, damages or liability beyond the policy limits contractually required hereunder and actually paid pursuant to the limits and conditions of such policies. With respect to any other cause of action and/or claim arising under this Agreement, or otherwise arising because of, or because, the services provided hereunder, **MANAGER's** liability shall not exceed an amount equal to twice the amount of the annual compensation for such services during the Agreement year in which such cause of action and/or claim against the **MANAGER** arose.

MANAGER agrees that nothing in this Section or this Agreement shall serve or be construed as a waiver of the **DISTRICT's** limitations on liability contained in Section 768.28, Florida Statutes or any other laws.

4. **INSURANCE REQUIREMENTS.** The **MANAGER** shall, at its own expense, maintain insurance during the performance of the Services under this **AGREEMENT**, with limits of liability not less than the following:

Workers' Compensation	Statutory
General Liability	
Bodily Injury (including contractual)	$1,000,000
Property Damage (including contractual)	$1,000,000
Commercial Crime/Fidelity Insurance	$1,000,000
Professional Liability Insurance	$2,000,000
Automobile Liability (if applicable)*	
Bodily Injury and Property Damage	$1,000,000
Covering owned, non-owned, and hired vehicles	

Automobile liability insurance is required if the **MANAGER will use any vehicles on-site, including owned, non-owned, and hired vehicles.*

The **DISTRICT** and its agents, staff, consultants, and supervisors shall be named as additional insureds on the General Liability Insurance, Commercial Crime/Fidelity Insurance, and Automobile Liability Insurance. **MANAGER** shall furnish the **DISTRICT** with the Certificate of Insurance evidencing compliance with this requirement. Coverage for additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible, maintained by or provided to the additional insured. No certificate shall be acceptable to the **DISTRICT** unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the **DISTRICT**. Insurance coverage shall be from a reputable insurance

carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.

If **MANAGER** fails to have secured and maintained the required insurance, the **DISTRICT** has the right (without any obligation to do so, however), to secure such required insurance in which event **MANAGER** shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the **DISTRICT'S** obtaining the required insurance.

5. **FINANCIAL SERVICES DISCLAIMER.** The **DISTRICT** acknowledges that the **MANAGER** is not a Municipal Advisor or Securities Broker, nor is the **MANAGER** registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, the **DISTRICT** acknowledges that the **MANAGER** will not provide the **DISTRICT** with financial advisory services or offer investment advice.

6. **E-VERIFY.** The **MANAGER**, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The **MANAGER** further agrees that the **DISTRICT** is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. The **MANAGER** agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. The **MANAGER** shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. If the **DISTRICT** has a good faith belief that the **MANAGER** is in violation of Section 448.09(1), Florida Statutes, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the **DISTRICT** shall terminate this Agreement. The **MANAGER** shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The **MANAGER** shall retain a copy of each such affidavit for the term of this Agreement and all renewals thereof. If the **DISTRICT** has a good faith belief that a subcontractor of the **MANAGER** performing work under this Agreement is in violation of Section 448.09(1), Florida Statutes, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the **DISTRICT** promptly notify the **MANAGER** and order the **MANAGER** to immediately terminate its subcontract with the subcontractor. The **MANAGER** shall be liable for any additional costs incurred by the **DISTRICT** as a result of the termination of any contract, including this Agreement, based on **MANAGER'S** failure to comply with the E-Verify requirements referenced in this subsection.

7. **PUBLIC RECORDS.** The **MANAGER** shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida. Failure of the **MANAGER** to comply with Section 119.0701, Florida Statutes, may subject the **MANAGER** to penalties pursuant to Section 119.10, Florida Statutes. In the event **MANAGER** fails to comply with this section or Section 119.0701, Florida Statutes, the **DISTRICT** shall be entitled to all remedies at law or in equity. The following statement is required to be included in this Agreement pursuant to Section 119.0701(2), Florida Statutes:

IF THE MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT

THE CUSTODIAN OF PUBLIC RECORDS AT (407) 841-5524 OR BY EMAIL AT RECORDREQUEST@GMSCFL.COM OR BY REGULAR MAIL AT:

GOVERNMENAL MANAGEMENT SERVICES
-CENTRAL FLORIDA, LLC
ORLANDO, FLORIDA 32801
TELEPHONE: (407) 841-5524
DISTRICT MANAGER
EMAIL: DMOSSING@GMSTNN.COM

8. **AUTHORITY.** By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this **AMENDMENT**, and that the respective parties have complied with all requirements of law and have full power and authority to comply with the terms and provisions of this **AMENDMENT**.

9. **CONFLICTS.** The **AGREEMENT** remains in full force and effect, except to the extent expressly amended pursuant to this **AMENDMENT**.

[Signatures on following page]

IN WITNESS WHEREOF, the **PARTIES** have caused this instrument to be executed by their duly authorized officers to be effective as of the day and year first above written.

MONTECITO COMMUNITY DEVELOPMENT DISTRICT

By:_____

Name:_____

Title:_____

Date:_____

GOVERNMENTAL MANAGEMENT SERVICES-CENTRAL FLORIDA, LLC.

By:_____

Name:_____

Title:_____

Date:_____

SECTION V

SECTION 1

Hello, this is your estimate

Location: 208 Montecito Drive, Satellite Beach, FL, 32937

Apply

JOB ID
43513439

Outdoor shower modification

As Low As $64.06/mo

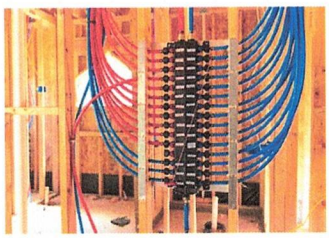
Your Price
$4,832.00

Member Price
$4,832.00 – $3,865.60

Accept Now

Summary

Outdoor shower in pool area is presently only cold and to high for some residents. Management is requesting outdoor shower be upgraded to a hot and cold shower with hot and cold levers for adjustment and a mixing valve to temper the hot water for safety precautions. Upgraded shower head and levels are requested to be the best possible marine ready material to help for out door...



PI-81-0480

	Member Price	Your Price
Repipe One Bath/Kitchen/Laundry	$4,832.00 – $3,865.60	$4,832.00

Subtotal	$4,832.00
Tax	$0.00
Total	**$4,832.00**

SECTION 2

Brown Fitness Services, LLC
1082 Old Millpond Road
Viera, FL 32940
(321) 254-9966
brownfitness@thegymguru.com

Quote

Date	Quote #
7/14/2022	3131

Customer	Premises
Montecito CDD C/O Governmental Management Services 219 E. Livingston Street Orlando, FL 32801	Montecito CDD 208 Montecito Dr. Satellite Beach, FL 32937

Qty	Description	Rate	Total
2	LifeFitness Activate Cross Trainer - OSX (MSRP $5,189) CrossTrainer Base/LED, Console: English	3,699.00	7,398.00T
1	Freight/Installation	1,361.40	1,361.40
	https://www.lifefitness.com/en-us/catalog/cardio/ellipticals/activate-series-elliptical-cross-trainer		
	***** 75% Deposit required to place order, 25% balance due upon installation *****		

Terms - 75% deposit to place order, 25% balance due upon delivery.

Subtotal	$8,759.40
Sales Tax (0.0%)	$0.00
Total	$8,759.40

Approved By: _____

Date: _____

SECTION 3

REPAIR QUOTE

Quote does not include original service evaluation

QUOTE #		
0620231106GS		
Technician's Name:	**Site Name:**	**Date:**
Gunnar Steckler	Montecito	6/22/2023
FDC ID#	**Make/Model:**	**Ticket #**
	Hysecurity SwingSmart	TBD

Description of Item:	Qty:	Part#	Freight	Retail	Ext. Retail
Crew Labor	6			$ 200.00	$ 1,200.00
Service Charge	1			$ 150.00	$ 150.00
Base Extension	1	7653		$ 350.00	$ 350.00
Chassis	1	14145		$ 960.00	$ 960.00
Arm Assembly	4	14307		$ 302.00	$ 1,208.00
Arm Rod End/Swivel	4	17223		$ 16.00	$ 64.00
Arm Service Kit	4	17224		$ 27.00	$ 108.00
Miscellaneous Materials	1	9999		$ 20.00	$ 20.00
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -

Description of Work:

Replace chassis of Shearwater Secondary Entry operator and install a base extension to get it above grade.
Replace arms of all 4 Shearwater operators and correct arm geometry.

Note: Work only to be completed if obstacles for arm geometry are removed. This includes the potted plants for the island operators and the tree for the secondary entry (right side operator from TES).

TERMS AND CONDITIONS

1. Repair Quote is Valid for 10 Days from Date above.
2. Payment will be due within 10 days of work completed
3. Please email the signed Repair Quote to service@fdc.com

Customer's Acceptance of Terms & Conditions:

X_____Print

X_____Sign

_____Date

Parts:	$2,710.00
Labor:	$1,200.00
Service Charge:	$150.00
Total:	$4,060.00

If you have any questions about this Repair Quote, please contact Service@FDC.com or call 800.321.6487.
Special Order parts totaling $1500.00 or more may require a 50% deposit to order.
Estimates above $2500.00 Require a Service Manager's Approval

THANK YOU FOR YOUR BUSINESS!

SECTION 4

SUPERIOR FENCE & RAIL
Where Quality Matters!

Proposal for Fencing Installation

AFA MEMBER
American Fence Association, Inc.

Grimm, Denisse
Customer's Last Name, First Name

Date 6/15/2023

208 Montecito Drive
Service Address

Satellite Beach FL, 32937
City, State, Zip

(1321) 777-9460
Preferred Phone No.

dgrimm@vestapropertyservices.com
Customer's E-mail Address

Satellite Beach
Municipality

☒ Yes ☐ No Permit required?

☐ Homeowner to obtain permit (Superior Fence & Rail requires copy of permit before installation)

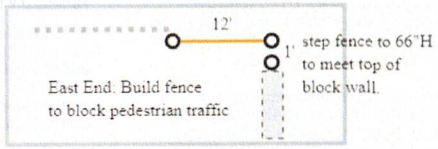
☒ Superior Fence & Rail to obtain permit

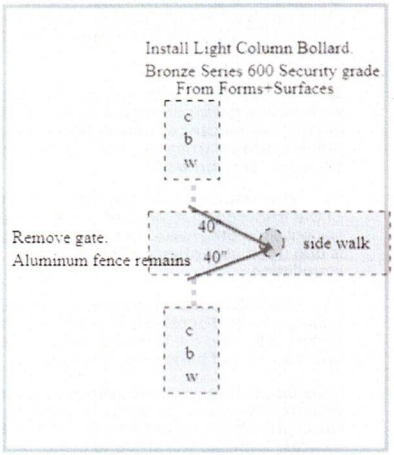
☒ Yes ☐ No Plot plan or survey available?

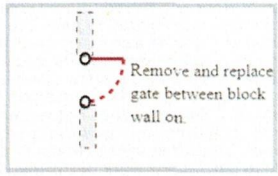
APPROXIMATE LAYOUT

FENCE FOOTAGE CONTAINED IN THIS PROPOSAL IS APPROXIMATE BASED ON THE FIELD MEASUREMENT, FINAL PRICE WILL BE ADJUSTED BASED ON ACTUAL FENCE FOOTAGE USED, AS SET FORTH IN TERMS AND CONDITIONS)

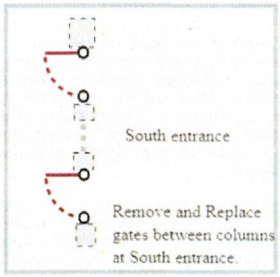
FENCE DIAGRAM

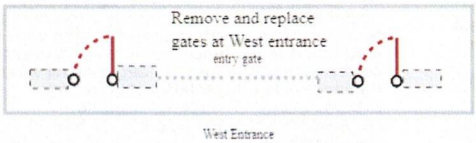






All Welded Gates
to include aluminum
kick plate. Gate stop and
Hydraulic Hinges.
Gates to be welded and installed
according shop drawings received.





6'H Black 300 Sterling (C)

6'H Tan Hamilton

Superior Fence & Rail Contact Information:

Superior Fence & Rail of Brevard County, Inc.
2778 N Harbor City Blvd #102
Melbourne, FL 32935
(321) 636-2829

FENCE TO FOLLOW GRADE OF PROPERTY: PLEASE INITIAL

TERMS AND CONDITIONS

A) Title; Authorized Party. Customer represents that they hold legal title to the subject real property or are authorized to act as an agent for the true owner. Customer agrees to pay

Superior Fence & Rail of Brevard County, Inc.

(hereinafter, "Superior") the balance of the purchase price immediately upon substantial completion of the installation of the fence in accordance to the terms of this Agreement, and agrees that a permit final inspection of the fence is not a condition for final payment. A finance charge in the amount of 1.5% of the purchase price will be added every thirty days to any invoice seven days past due. If you fail to make payment when due, Superior reserves the right to file a security interest on your property which creates an encumbrance on your title and may cause you the loss of your property. Should legal action become necessary to enforce this Agreement, Customer shall be held liable for any attorney's fees and costs incurred whether a formal legal action has been filed or not. Customer shall also be held liable for any interest on the unpaid balance from the due date until payment is received by Superior at the highest rate of interest allowed by law.

B) Legal Encumbrances. Customer agrees to inform Superior in advance about any easements, covenants or other legal encumbrances that could affect the fence installation. Customer agrees to keep posted permits on display at all times and agrees not to remove permit from property. CUSTOMER ASSUMES THE RISK AND THE FULL LIABILITY OF ASSISTING SUPERIOR WITH DELIVERY OF MATERIALS OR WITH INSTALLATION.

C) Change Orders. If Customer requests Superior to do work additional to that described in this Agreement, Superior, at its option, may require Customer to sign a written change order ("Change Order") explaining the change in the scope of work and the additional charges that the Customer is obligated to pay. The Change Order will include a description of the additional work, additional payments that will be required and anticipated start and finish dates. The Change Order will become part of this Agreement. If Superior does not require a Change Order or if Customer fails to sign the Change Order, Customer agrees that it is still responsible to pay for any work performed by Superior that was outside the original scope of this Agreement.

D) Credit Card Transactions: If Customer chooses to pay for the fence with a credit card, the cardholder agreement (to which Superior is not a party) will determine the total cost of Customer's purchase, including all interest charges and fees. Customer will be further subject to Your cardholder agreement's terms and conditions.

E) Financed Transactions: If Customer chooses to finance the purchase of the fence in whole or in part, the loan agreement (to which Superior is not a party) will determine the total cost of Customer's purchase, including (i) the amount financed (the amount of credit provided to you); (ii) the associated finance charges (the dollar amount the loan will cost you); and (iii) the total payment (the amount you will have paid when you have made all scheduled payments). Customer will be further subject to Your loan agreement's terms and conditions.

F) CANCELLATION. CUSTOMER MAY CANCEL THIS AGREEMENT WITHOUT PENALTY OR OBLIGATION BY DELIVERING WRITTEN NOTICE TO SUPERIOR FENCE BY MIDNIGHT ON THE THIRD BUSINESS DAY AFTER SIGNING (THE "CANCELLATION PERIOD"). THE STATE SUPPLEMENT CONTAINS A FORM TO USE IF ONE IS SPECIFICALLY PRESCRIBED BY LAW IN YOUR STATE.

In the event of a cancellation, Customer's deposit will be returned within (10) business days after Superior's receipt of your notice.

G) Termination. If Customer terminates this Agreement after the Cancellation Period, Customer agrees to pay Superior Fence the greater of (1) twenty five (25%) of the total sale, or (2) the total costs of materials, labor and services provided by Superior Fence through the time of termination, plus any other amounts allowed under applicable law. If after the Cancellation Period, Superior discovers impediments to installation of the fence such as building or zoning code violations, hidden or unforeseen hazardous conditions on your property or easements or other legal encumbrances that you did not inform us of, Superior may immediately terminate the Agreement without further obligation to you. In such an event, Customer agrees to pay Superior the greater of twenty five (25%) of the total sale or the costs of materials, labor and services provided by Superior Fence through the time of termination, plus any other amounts allowed under applicable law.

H) Commencement of Job. Customer agrees that once the work is started, Superior will have the ability to complete the entire scope of work without any interruptions. Further, any changes made by the Customer to the layout of the proposed fence must be made prior to the installation date. If changes are made during the day of installation, Customer will be charged a trip charge of up to $500.00 if such a change requires an additional trip to the property for completion of the fence. If Customer makes any changes to the fence layout on the date of installation resulting in reduced footage and extra materials, Customer agrees that these materials are non returnable and must be paid for as agreed.

I) Public Underground Utilities. Superior will call a utility locating service that will locate the public underground utilities on your property. Customer agrees to allow the locating service to your property for the purpose of conducting a utility locate.

J) Private Underground Utilities; Irrigation Lines. Customer agrees to be solely responsible for any damage to buried private utilities, underground lines, including water lines and irrigation lines that have not been properly marked by Customer, and Customer agrees to indemnify Superior from any liability which it might incur pursuant to the service involved in the performance of this Agreement.

K) Homeowner's Association. If Customer's home is part of a Homeowner's Association, (HOA), Customer understands and agrees that it is Customer's sole obligation to obtain and provide approvals from the HOA. Superior is not responsible if the fence that Customer contracted for does not comply with Customer's HOA's rules and regulations.

L) Pre-Installation Meeting. Customer agrees to meet with the installation crew on the day of installation before installation begins to indicate actual fence placement.

M) Fence to Follow Ground. Customer agrees that the fence will be installed to the contour of the existing ground unless agreed otherwise in writing on change order of installation overview agreement.

N) Property Lines. Customer agrees that it is responsible for locating property pins and staking terminals to establish its property lines prior to installation of the fence. Superior will assist the customer, upon request, in determining where the fence is to be erected, but under no circumstances will Superior assume responsibility concerning property lines or in any way guarantee their accuracy. If property pins cannot be located, Customer may have to hire a third party to survey the property. Superior is not responsible for identifying property lines, easements, covenants, or other legal encumbrances. Customer agrees to indemnify Superior and hold it harmless against and in respect to the claims of any persons aggrieved by the location of the subject fence when erected or by trespasses or damage which may have necessarily been committed or occasioned consciously or unconsciously by Superior in the course of installation.

O) Clearing of Proposed Fence Line. Customer agrees to clear the fence line of any and all obstructions, including but not limited to trees, brush, debris, fixtures and personal yard items. In the event that the fence line is not cleared upon our arrival, Customer understands and agrees that it will be charged a trip fee of up to $500.00, which must be paid prior to the job being rescheduled. Further, Customer shall hold Superior harmless for any damage to items within the fence line.

P) Access Ways. Superior is not responsible for any damage to driveways, walkways, walls, gardens, fresh grading, sod, shrubbery, patios, pavers or other property features resulting from gaining access to the property or performing work in the proximity of the fence location.

Q) LIMITED WARRANTY. TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAW, SUPERIOR WARRANTS THE WORKMANSHIP OF THE INSTALLATION FOR THREE (3) YEARS FROM ITS COMPLETION DATE. PROVIDED CUSTOMER NOTIFIES SUPERIOR DURING THE WARRANTY PERIOD, SUPERIOR WILL ARRANGE FOR REPAIR AT NO CHARGE TO CUSTOMER FOR ANY FAULTY WORKMANSHIP. SUPERIOR'S WORKMANSHIP WARRANTY IS ONLY RELATED TO FAULTY WORKMANSHIP AND DOES NOT COVER PRODUCT DEFECTS OR DAMAGE CAUSED BY ACTS OF GOD, INSTALLATION OR REPAIRS MADE BY OTHERS, ABUSE, MISUSE, NEGLECT, OR NORMAL WEAR AND TEAR. MERCHANDISE AND MATERIALS ARE COVERED EXCLUSIVELY BY THE MANUFACTURER'S WARRANTY, IF ANY. THIS LIMITED WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS THAT MAY VARY FROM STATE TO STATE. CUSTOMER ACKNOWLEDGES THAT WOOD FENCES HAVE A TENDENCY TO SHRINK, WARP, CRACK, AND CHIP AND THAT THESE FEATURES OF WOOD ARE NORMAL AND ACCEPTED OCCURRENCES AND ARE NOT WARRANTED.

R) Acts of God. Customer agrees that all workmanship warranties will be void in the event of significant wind events including but not limited to hurricanes, tropical storms, cyclones, and tornadoes.

S) Deposit. Upon signing the contract, 50% of the total contract amount is due unless state law governs otherwise. The remaining balance is due upon acceptance of completed installation.

T) Miscellaneous. If there is an unpaid balance, at its discretion, Superior Fence may temporarily void the warranty (workmanship) until the unpaid balance is resolved.

Installation dates are approximate due to various circumstances such as weather, workload, obtaining building permits and utility locates. Superior will strive to install fencing in a timely manner, however, Customer may not cancel this contract due to rescheduling for circumstances beyond Superior's control.

Customer Agrees to allow Superior to include a 4"x6" or 3"x10" sign on Customer's Fence.

The price included in this proposal is firm for 15 days unless the contract is executed.

U) Subcontractors. Superior may, at it's discretion, subcontract all or part of the labor required to complete the project.

V) Delays. Superior is not responsible for delays resulting from events beyond its control including, but not limited to the following: delayed contract execution, delayed deposit payment, Acts of God, change orders, governmental actions, manufacturing delays, damage to merchandise caused by third parties, labor strikes, any incorrect information you provide, legal encumbrances on your property, your property's nonconformance with zoning or building code requirements, hidden or unforeseen hazardous conditions on your property or your noncompliance with this Agreement. Further, Superior reserves the right to terminate this Agreement and to discontinue installation of your fence for any of the aforementioned conditions.

Superior Fence & Rail Contact Information:

Superior Fence & Rail of Brevard County, Inc.
2778 N Harbor City Blvd #102
Melbourne, FL 32935
(321) 636-2829

I UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS: _____

SUPERIOR FENCE & RAIL
Where Quality Matters!

Proposal for Fencing Installation

AFA MEMBER
American Fence Association, Inc.

PRODUCT SPECIFICATIONS:

6'H Black 300 Sterling (C): 0 LF & 5 Gates.
Specifications: Post: 2-1/2" Sq., Rail: 1-1/2"x1", Picket: 3/4" Sq.
6'H Tan Hamilton: 13 LF.
Specifications: Post: 5" Sq., Rail: 1-3/4 x 5-1/2, Picket: 6" T&G

JOB OPTIONS:

5 5' Gates
25 Linear Feet - Take Down and Haul Away
2000 - Hydraulic Hinges per gate @ 400.00 x 5
2000 - Add aluminum kick plate to gates @ 400.00 x 5
7000 - Light column bollard- 600 series Security mount

JOB NOTES:

Gates to be welded to customer specs.
All fence posts set in concrete.
Gates include Hydraulic hinges, gate stop and kick plate.
Permit, labor included.
No Returns for Special Order Product.

Approximate Start Date: 10/12/2023	**All dates are approximate and subject to change based on unforeseen events including inclement weather, permitting delays, change orders, and manufacturing delays. See terms and conditions for full details.**
Approximate Finish Date: 10/17/2023	

Acceptance and Authorization: By signing below, you authorize Superior to perform the installation and/or order and arrange for the delivery of special order merchandise, including special order merchandise that may be custom made, as specified in this Agreement. You understand and agree that this Agreement constitutes the entire understanding between you and Superior and that there have been no oral or written representations or agreements made to you by Superior but that if there are you agree that this Agreement expressly supersedes them.

Do not sign if blank or incomplete. By signing, you acknowledge that you have read, understand, and accept this Agreement in its entirety. You further acknowledge receiving a complete copy. Keep it to protect your legal rights.

It is very important for you to read and understand the Terms and Conditions included herein. By signing this proposal and providing a deposit you are creating a Contract between you and Superior for the selected products and services in accordance with those Terms and Conditions listed above.

Payment Schedule: You agree that payments will be due as indicated below. If You are paying by credit or debit card, the account may be charged or debited (as applicable) on the same day that it is accepted by the Superior. Convenience fee may apply for credit card transactions.

Contract Amount	$21,444.63	
Sales Tax	$0.00	
Deposit Amount	$10,722.32	DUE IN FULL IMMEDIATELY
Remaining Balance	$10,722.32	Due upon completion

Accepted by: _____ 6/15/2023
Customer's Signature — Date

Jason Pimenta — 6/15/2023
Superior Authorized Representative Signature — Date
Jason Pimenta
Superior Authorized Representative

Customer's Initials: _____ BY INITIALING, YOU AUTHORIZE DELIVERY OF MERCHANDISE TO SERVICE ADDRESS PROVIDED ABOVE WITHOUT OBTAINING DELIVERY AGENT'S SIGNATURE AND AGREE TO INDEMNIFY AND HOLD SUPERIOR HARMLESS FROM ANY RESULTING CLAIMS.

Superior Fence & Rail Contact Information:

Superior Fence & Rail of Brevard County, Inc.
2778 N Harbor City Blvd #102
Melbourne, FL 32935
(321) 636-2829

Installation Overview Agreement

As our valued customer, we want to be sure you have complete information about the installation of your fence. Our goal is to avoid problems and provide a quick, quality Installation service and to provide information on keeping your new fence looking great for years to come. Please see the Terms and Conditions on the Agreement for other important information concerning your installation.

1. Public Utilities. Superior will call the major utilities to mark electrical, water, and cable locations if the utilities provide this service in your city. Initial

2. Private Utilities. There are some underground items that are your responsibility to identify. The utility companies do not mark these. Therefore, prior to the Installation, it is important to conspicuously mark the ground for locations of all non public, underground utilities, including but not limited to the following:

   a. Sprinkler heads and underground irrigation lines.
   b. Underground water lines that feed a swimming pool or other structure.
   c. Underground electric lines (other than local public utility lines) that supply power to lamp posts, walkway lighting, landscape lighting, and control wiring for pools, sheds, wells, etc.
   d. French drains or related items.
   e. Any electrical, water, or cable locations where the utilities in your city do not provide marking services.
   f. Any private natural gas or propane lines that fuel private amenities on your property such as jacuzzis, grills, saunas or spas.
   g. Any and all septic, leach or drain lines or fields.
   h. Any sewer lines from the house to the clean-out is considered private and must be marked by the home owner.
   i. Any other non-public utilities.

   You agree that that if you choose not to mark these underground utilities, Superior will not be responsible for any damage it may cause, including the cost of repair, monetary damages or any other damages. Initial

3. Fence Location. You are responsible for the location of the fence. If your fence is contracted to be installed along your property lines and you cannot find the property line markers, it is recommended that you have a survey done to ensure your new fence does not encroach onto your neighbor's property, and is in compliance with local building codes for setback requirements. Superior is not responsible for the costs associated with moving or removing fences, or damages associated with the fence installation, where the property lines have not been properly located before installation. Initial

4. Required Clearance for Fence Installation. To provide room for a proper installation, all vegetation, including but not limited to brush, briars, tall grass, branches, limbs, trees etc. must be cleared to a distance of 2' on either side of the installation line for your new fence and cleared to a height of 6" taller than your new fence (e.g., for a 6 ft tall fence the fence line must be cleared to a height of 6'6"). If we show up to your location and the fence line is not clear according to the above instructions, Superior has the option to do the either of the following, at our sole discretion:

   a. Charge you a trip charge of up to **$500**, which must be paid immediately, and reschedule your job for a later date after you have cleared the fence line in accordance with the instructions above; or
   b. Have our installation crew trim, clear and dispose of the vegetation at a cost of up to **$25** per linear ft. If we choose this option to clear the fence line for you, you agree that Superior is not responsible for any damage that we may do to any vegetation, including landscaping, in our efforts to clear your fence line. Moreover, Superior cannot grind or remove tree roots or stumps, and we cannot remove trees with a diameter greater than 3" caliper, measured one ft from the ground. Initial

5. Hard Digs. On rare occasions, we encounter hard dig conditions that cannot be foreseen prior to the commencement of installation. When we encounter those conditions, you will be charged an additional **$50** for each hole that is deemed to constitute a hard dig. Prior to charging you, we will contact you (and if you are at the property, we will show you the hole that constitutes a hard dig) to explain the situation and give you the option, if it is practical, of relocating the fence line in order to avoid the extra costs associated with the hard dig. Initial

6. Access to Power and Water. We will need access to an electric outlet and an outside water faucet. During the installation, you may hear nail guns, hammers, air compressors, augers, jackhammers and other loud tools that are required in the construction of your fence. Please be sure to inform your neighbors about your fence installation and make them aware of the possibility of hearing loud noises associated with it. Also, please be sure to properly secure pets on the day of the fence installation and if you share a common fence with your neighbors, please inform them to secure their pets as well. Initial

7. Homeowner's Association Obligation. If your home is part of a Homeowner's Association (HOA), you will agree to obtain required approvals from the HOA before installation of your fence and agree that Superior is in no way responsible for getting HOA approval or for ensuring that your fence complies with your HOA requirements. **You agree that you are required to send to us your HOA approval as part of the necessary paperwork in order that we can obtain your fence permit.** Initial

8. Pre-Installation Property Walk. You agree to be present at your property for at least 15-30 minutes on the day of the installation immediately prior to the beginning of the installation to confirm the details of the final layout of the fence with our installation crew. Because our crews arrive early in the morning and because the pre-installation walk-through is only 15-30 minutes long, there is no requirement that you take off from work on the day of installation. If you choose to take off from work, you do so at your own risk, including the risk that your job will be rescheduled for a different day for reasons beyond our control, such as inclement weather or difficult digging conditions on a prior job that prevented us from completing the job with the scheduled time frame. Initial

9. Post Installation Property Walk and Final Payment. You agree to be present at your property at the completion of the installation in order to confirm that the fence installation is completed to your satisfaction (which is accomplished by you filling out and executing a Certificate of Completion) and to make final payment to our installation crew or by calling the office to pay electronically. By initialing below, you acknowledge that approval from your HOA or the local permitting authority is not a condition of payment. Initial

X _____ 6/15/2023
Customer's Signature Date

X *Jason Pimenta* 6/15/2023
Date

Superior Fence & Rail Contact Information:

Superior Fence & Rail of Brevard County, Inc.
2778 N Harbor City Blvd #102
Melbourne, FL 32935
(321) 636-2829

2300 COLUMBIA BLVD.
TITUSVILLE, FL 32780

Estimator: Julio Mercado
Cell: 321-446-5092

Julio@SecureFenceandRail.com
SecureFenceandRail.com

Office 321-338-7868

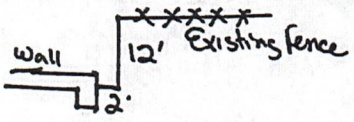
Secure Fence and Rail.com
"A Good Fence Makes A Good Neighbor"

Quote

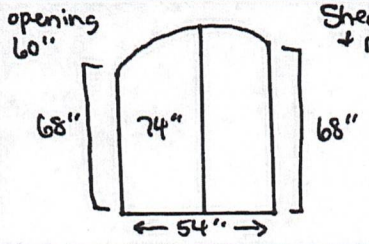
Montecito HOA

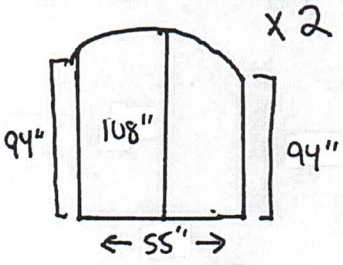
LICENSE #: 14-FE-CT-00044

LEAD TIME: 8-10 weeks



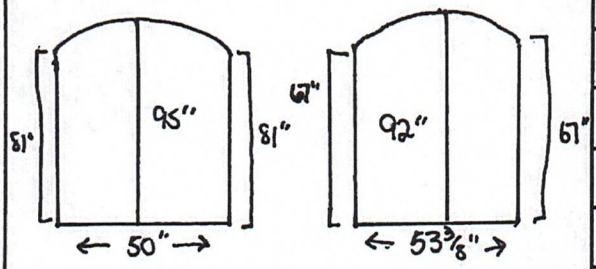
Shearwater PKwy





opening 60"

Entry Gate at Montecito



opening 59"

opening 59½"

Gates at Tortoise Dr.

Customer Name: Denise Grimm
Phone: 321-469-9660
Email: dgrimm@vestapropertyservises.com
Billing Address: 208 Montecito Dr.
City: Satellite Bch
State: FL
Zip: 32937

Project Info:

- Install 14FT of 6FT Tall Tan Vinyl Privacy Fence
- Install (5) 8-9 FT Tall Black Commercial Aluminum Gate with Kick Plate. (Arched Gate)
- Install (1) 4FT Tall 4" Round Concrete Bollard

EXCLUSIONS: DEMOLITION, SITE CLEARING & GRUBBING, ASPHALT OR CONCRETE CUTTING SITE RESTORATION, SIGNED & SEALED DRAWINGS & CALCS, GROUNDING, MOT

STYLE OF FENCE:	O CHAIN LINK O WOOD ☒ VINYL ☒ ALUMINUM
Footage 14'	Special Notes and Options
Height 6'	- Install 14FT of 6FT Tall Tan Vinyl Privacy Fence.
Color Tan	- Install (5) 8 FT Tall Black 3-rail Commercial Aluminum Fence with Kick Plate and Bollard
Hardware	Total: 11,260.00
Removal	

Subtotal	12,132.00
Discount	
Total Price	12,132.00
Less Deposit	6,066.00
Permit Cost	Included
Balance On Completion	6,066.00

Quote valid for thirty (30)days. All deposits are NON-refundable. You as the property owner are responsible for locating all water lines, water pipes and any buried objects not related to public utilities. You release the company of all formal liabilities resulting from such damage. Signs must remain on fence or warranty is voided. All posts are set in concrete. Vinyl, chainlink, aluminum labor is warranted for 5 years. Wood labor is warranted for 1 year. This warranty does not cover damage resulting from: misuse, abuse, or damage caused by events beyond human control including but not limited to damage caused by animals or natural events; impact of foreign objects; hurricane, tornado, extreme wind, acts of God, or splitting, warping, cracking of wood products.

SECURE FENCE AND RAIL _____ DATE 5/24/23

SECTION 5

ESTIMATE	#7467
ESTIMATE DATE	Jun 2, 2023
SERVICE DATE	Jun 2, 2023
TOTAL	$1,220.75

Sunshine Carpet Cleaning

Denisse Grimm
208 Montecito Dr
Satellite Beach, FL 32937

(321) 777-9460
dgrimm@vestapropertyservices.com

CONTACT US

2600 Aurora Road, Ste K
Melbourne, FL 32935

(321) 536-8883
info@carpetcleaningmelbournefl.com

Service completed by: Cullen Colston

ESTIMATE

Services	qty	unit price	amount
CGD Commercial Glue Down Carpet Cleaning.	284.0	$0.26	$73.84
Upholstery Clean 9 two cushion chairs / Per linear foot	18.0	$18.00	$324.00
Upholstery Clean Couch / Per linear foot	7.0	$18.00	$126.00
Upholstery Clean Per linear foot	7.0	$18.00	$126.00
Upholstery Clean 6 wing back chairs / Per linear foot	18.0	$18.00	$324.00
Throw Pillow (additional.) Upholstery Clean Accent Pillows (ea.). Three or more (first two at no charge)	5.0	$5.75	$28.75
Area Rug, Wool 9 x 12 wool area rug On location "Top Down" cleaning. This service is great for rugs without pet accidents or rugs that just need freshening up.	108.0	$2.02	$218.16

Services subtotal: $1,220.75

Subtotal	$1,220.75
Total	**$1,220.75**

Denisse Grimm

From: Aurora Banda <steamboatcarpetcleaning@gmail.com>
Sent: Friday, June 16, 2023 10:42 AM
To: Denisse Grimm
Subject: Accurate Quote For Carpet And Upholstery Cleaning / Montecito Beach Club

Good morning Denise,

I hope you are doing well. Please find accurate pricing to steam clean and shampoo carpet & upholstery within the clubhouse at Montecito Beach Club.

*** Total Price For ALL Carpeted Areas, Area Rug, And Furniture & Upholstery Cleaning Within The Clubhouse And Office = $1587.42

To Include - Quaternary Sanitization, Disinfectant Treatment, Pretreatment With Dynaforce 77 (30 Minute Dwell Time), Professional Steam Clean & Dry Clean @ 240 Degrees W/900 P.S.I Adjusted Properly For Various Upholstery And Carpet, UN-DUZ-IT Fine Fabric Enzyme Treatment & Deodorization, 3M Scotchgard 36 Month Warranty Carpet And Upholstery Stain Guard Protection, "CLEANED PROPERLY AND TO PERFECTION!"

*** Total Price For Exterior Patio Pool Furniture And Umbrellas - $685.90

All our services are provided by our team of uniformed, highly trained, certified professionals that are licensed, bonded and insured. We offer a 100 % satisfaction guaranteed backed by our impeccable reputation of proudly serving the entire Space Coast for over 37 years and maintaining excellence for over

Donald Charles - General Manager
Steamboat Carpet/Tile & Upholstery Cleaning
Office (321) 768-2725
Mobile 24/7 (206) 376-3160
www.steamboatcarpetcleaning.com

"We Don't Claim We're The Best, Our Customers Do!"

COVERALL

FAX SIGNED FORM TO:

EMAIL SIGNED FORM TO:

One Time Service/Special Service Agreement

Customer Name: Montecito Bleach Club C.C.D **Customer #** 702-10-287

Franchised Business Name: Office Cleaner's LLC **Franchise #** 916

Address of Service:

Billing Address: 208 Montecito Drive. Satellite Beach, Fla. 32937 Purchase Order #

Main Contact: Dennisse Grimm **Service Days:** Mon Tue Wed Thu Fri Sat Sun

Main/Cell Phone: (321) 777/9460 Fax #: Start Date:

Email: Completion Date:

Total Service Fee $ 225.00 (Plus applicable tax) Square Feet:

Service Description:

	Hard Floor Care	Carpet/Upholstery Care	Other Misc. Special Services
Initial Clean	Strip and Refinish	Hot Water Extraction	Additional day of service
Special Function Clean-Up	Scrub and Recoat	Low Moisture/Encapsulation	
Blind Cleaning	Spray Buffing	Furniture/Fabric Cleaning	
Interior Windows	Burnishing		
Exterior Windows	Machine Scrub		
No Touch Restroom Machine Cleaning	Grout Cleaning		
Decontamination/Terminal Clean			

Other: (include description and comments below)

Office Carpet Shampoo Cleaning. = 225.00

Terms and Conditions:

1. Cleaning chemicals, equipment and tools necessary to perform the service will be provided by the Franchised Business, unless otherwise specified herein. Water, light and power necessary to perform the service are the responsibility of the Customer. Any additional items required for performance of the services must be included in "Other/Comments" section above.
2. Service to be provided by a Coverall Franchised Business or subcontractor.
3. Customer shall be responsible to pay the above Service Fee upon completion, plus any taxes due on services.
4. Invoicing will occur on the first business date after the date indicated and the amount due will be payable pursuant to the terms indicated on the invoice (NET 10 Days) unless otherwise agreed in writing. Any concern about the service should be reported to the Coverall Support Center immediately. Failure to notify Coverall's Franchised Business and/or Support Center in writing of any service issues within 5 calendar days of the service will deem the services performed acceptable.
5. In the event of delay in payment of more than 30 calendar days beyond the due date, an interest charge not to exceed 1.5% or the amount legally allowed within the state in which service is provided, whichever is less, may be assessed. Please sign and date on both lines.

Agreement Terms Accepted By (CUSTOMER): X Sign Print Date: X

Services Completed & Acceptable (CUSTOMER): X Sign Date: X

Franchised Business: X Sign james hunter Print Date X

Coverall: Sign Print Date:

NOTE: **All Coverall Franchised Businesses and Subcontractors maintain commercial liability insurance and where applicable, worker's compensation coverage.**
THIS IS NOT AN INVOICE.

AS-SSAF-0316 WHITE-REGIONAL OFFICE COPY YELLOW-CUSTOMER COPY PINK-FRANCHISE OWNER COPY

COVERALL

FAX SIGNED FORM TO: _____

EMAIL SIGNED FORM TO: _____

One Time Service/Special Service Agreement

Customer Name: Montecito CCD **Customer #** 702-10-287

Franchised Business Name: Office Cleaners **Franchise #** 916

Address of Service: 208 Montecito Drive. Satellite Beach, Fla. 32937

Billing Address: _____ Purchase Order # _____

Main Contact: Howard McGaffney Service Days: Mon Tue Wed Thu Fri Sat Sun

Main/Cell Phone: _____ Fax #: _____ Start Date: _____

Email: hmcgaffney@gmsnf.com Completion Date: _____

Total Service Fee $ 460.00 (Plus applicable tax) Square Feet: _____

Service Description:

- Initial Clean
- Special Function Clean-Up
- Blind Cleaning
- ✓ Interior Windows
- ✓ Exterior Windows
- No Touch Restroom Machine Cleaning
- Decontamination/Terminal Clean

Hard Floor Care

- Strip and Refinish
- Scrub and Recoat
- Spray Buffing
- Burnishing
- Machine Scrub
- Grout Cleaning

Carpet/Upholstery Care

- ✓ Hot Water Extraction
- Low Moisture/Encapsulation
- ✓ Furniture/Fabric Cleaning

Other Misc. Special Services

- Additional day of service
- _____
- _____
- _____
- _____
- _____

Other: (include description and comments below)

Shampoo and hot water Extraction, Sanitzies Upholstery Care.

Two Couches 80.00 Dollars each =160.00 4 Extra Large Chairs. = 30.00 each = 120.00
Nine large Chairs. 20.00 each. = 180.00 Total. = 460.00

Terms and Conditions:

1. Cleaning chemicals, equipment and tools necessary to perform the service will be provided by the Franchised Business, unless otherwise specified herein. Water, light and power necessary to perform the service are the responsibility of the Customer. Any additional items required for performance of the services must be included in "Other/Comments" section above.
2. Service to be provided by a Coverall Franchised Business or subcontractor.
3. Customer shall be responsible to pay the above Service Fee upon completion, plus any taxes due on services.
4. Invoicing will occur on the first business date after the date indicated and the amount due will be payable pursuant to the terms indicated on the invoice (NET 10 Days) unless otherwise agreed in writing. Any concern about the service should be reported to the Coverall Support Center immediately. Failure to notify Coverall's Franchised Business and/or Support Center in writing of any service issues within 5 calendar days of the service will deem the services performed acceptable.
5. In the event of delay in payment of more than 30 calendar days beyond the due date, an interest charge not to exceed 1.5% or the amount legally allowed within the state in which service is provided, whichever is less, may be assessed.

please sign and date on both line below.

Agreement Terms Accepted By (CUSTOMER): _____ Date: _____
Sign Print

Services Completed & Acceptable (CUSTOMER): _____ Date: _____
Sign

Franchised Business: james hunter Date: _____
Sign Print

Coverall: _____ Date: _____
Sign Print

NOTE: **All Coverall Franchised Businesses and Subcontractors maintain commercial liability insurance and where applicable, worker's compensation coverage.**
THIS IS NOT AN INVOICE.

SECTION 6

Denisse Grimm

From: Tanya Hudson <tanya@paradisesignsandgraphics.com>
Sent: Friday, June 23, 2023 4:41 PM
To: Denisse Grimm
Cc: Jim Hudson; Michael Schebece
Subject: Electronic Message Boards (EMC) for Montecito

Follow Up Flag: Follow up
Flag Status: Flagged

Hello Denisse,

As promised, here is the pricing for the EMC/LED Messaging Boards. We recommend Vantage LED message boards because they provide the best warranties in the industry that we have found, and they are competitively priced. There are definitely less expensive options out there, but they either do not provide a warranty, or the warranty is 3 years and is parts only. With Vantage, we are able to provide a 7-year Parts and On-site Labor Warranty for the lower resolution (8mm) EMCs, and for the 10mm resolution we can offer the 7-year Parts only warranty. It's a lower price point for the 10mm, but the higher resolution option (8mm) includes the onsite labor warranty as a part of this price in addition to the 7-year parts warranty.

Proposed Cabinet Size and Active LED Display Area is = (2' 4" x 3' 1") per Sign

This Quote Includes;

- **(Qty-2) "Full Color" (Single Sided) LED Signs**
- **Wireless Communications**
- **Onsite Installation**

****As mentioned above, we were able to get a very good price for the (8mm) LED Display and have included the (7-Year Onsite Warranty). The (10mm) is a lower price point, so you may wish to choose that one but please note that the warranty is still 7-years, but is parts only which means you would need to pay any labor costs for this option, should any repairs be necessary.**

Option 1: (8mm): Total Cost with *(7-Year Parts & 7-Year Onsite Labor Warranty)* = ***$14,848*** *($7,424 per sign)*

Option 2: (10mm): Total Cost with (7-Year Parts Warranty) = ***$11,886*** *($5,943 per sign)*

We are happy to schedule an onsite demo if desired. Vantage has a display van in the area periodically and we can ask them to bring it to you for a demo, if that would help you.

Please reach out to us with any questions at all. Again, please reply to all of us with any questions.

3650 Bobbi Lane
Suite 121
Titusville, FL 32780
(703) 424-6746

Let us take you there!

ESTIMATE
EST-228

Payment Terms: Cash or Check

Created Date: 6/21/2023

DESCRIPTION: Multiple signs for the Montecito Community

Bill To: Montecito Community
208 Montecito Drive
Satellite Beach, FL 32937
US

Pickup At: Paradise Signs and Graphics
3650 Bobbi Lane
Suite 121
Titusville, FL 32780
US

Requested By: Denisse Grimm
Email: dgrimm@vestapropertyservices.com
Work Phone: (321) 777-9460
Cell Phone: (321) 777-9460

Salesperson: Tanya Hudson
Cell Phone: 7034246746

NO.	Product Summary	QTY	UNIT PRICE	AMOUNT
1	**Multiple signage for the Montecito Community (indoor and outdoor signage)**	1	$2,151.33	$2,151.33
1.1	**Max Metal 6mm - Max Metal for Club house hours mounted on wall beside front door to club house** **Part Qty:** 1 **Width:** 24.00" **Height:** 12.00"			
1.2	**3M IJ35C - Matte - Vinyl for Club house hours mounted on wall beside front door to club house** **Part Qty:** 1 **Width:** 24.00" **Height:** 12.00"			
1.3	**3M IJ35C - Matte - Vinyl for (4) door graphics (kitchen door, gym front door, gym side door, gym back door)** **Part Qty:** 4 **Width:** 18.00" **Height:** 30.00"			
1.4	**Max Metal 3mm - Max metal for Fitness Room Policies Sign (inside of gym)** **Part Qty:** 1 **Width:** 36.00" **Height:** 48.00"			
1.5	**3M IJ35C - Matte - Vinyl for Fitness Room Policies Sign (inside)** **Part Qty:** 1 **Width:** 36.00" **Height:** 48.00"			
1.6	**Max Metal 3mm - Wipe off equipment signs (QTY 3)** **Part Qty:** 3 **Width:** 8.50" **Height:** 11.00"			

1.7	**3M IJ35C - Matte - Vinyl for wipe off equipment signs (QTY 3)** **Part Qty:** 3 **Width:** 8.50" **Height:** 11.00"
1.8	**Max Metal 3mm - Max metal for Club House Rules Sign (by pool table)** **Part Qty:** 1 **Width:** 12.00" **Height:** 24.00"
1.9	**3M IJ35C - Matte - Vinyl for Club House Rules (by pool table)** **Part Qty:** 1 **Width:** 12.00" **Height:** 24.00"
1.10	**Max Metal 3mm - Max Metal for Manager's Office Sign** **Part Qty:** 1 **Width:** 8.50" **Height:** 11.00"
1.11	**3M IJ35C - Matte - Vinyl for Office Manager's Sign** **Part Qty:** 1 **Width:** 8.50" **Height:** 11.00"
1.12	**Max Metal 6mm - Max metal for gate signs (QTY 4) - one per gate (2 entry; 2 exit)** **Part Qty:** 4 **Width:** 18.00" **Height:** 24.00"
1.13	**3M IJ35C - Matte - Vinyl for gate signs (QTY 4) - one per gate (2 entry; 2 exit)** **Part Qty:** 4 **Width:** 18.00" **Height:** 24.00"
1.14	**Max Metal 6mm - Max metal for towing signs (QTY 2; 1 per entry)** **Part Qty:** 2 **Width:** 18.00" **Height:** 24.00"
1.15	**3M IJ35C - Matte - Vinyl for towing signs (QTY 2; 1 per entry gate)** **Part Qty:** 2 **Width:** 18.00" **Height:** 24.00"
1.16	**Aluminum .080 - Aluminum no parking signs for blind corner (QTY 2) with U-channel posts included** **Part Qty:** 2 **Width:** 12.00" **Height:** 18.00"
1.17	**3M IJ35C - Matte - Vinyl for no parking signs** **Part Qty:** 2 **Width:** 12.00" **Height:** 18.00"
1.18	**Labor - Installation** - # of Hours: 6

Subtotal:	$2,151.33
Taxes:	$98.09
Grand Total:	$2,249.42
Deposit Required:	$1,124.71

SECTION 7

ProGreen Services, LLC

ProGreen Services, LLC
5450 10th Avenue North
Greenacres, FL 33463
+1 8883774144
kaydeec@progreenservices.net
www.progreenservices.net

Estimate 5049

ADDRESS
Montecito Community
Development District
Montecito CDD
219 E. Livingston Street
Orlando, FL 32801

DATE	TOTAL
05/26/2023	**$5,060.00**

DATE	DESCRIPTION	QTY	RATE	AMOUNT
05/26/2023	Provide Labor and Material to remove 2" soil below sidewalk and install 11 yards of 3/4" x 1"River Rock Located along Carlsbad Road area between sidewalk and fence.	11	460.00	5,060.00

We appreciate the opportunity!

TOTAL $5,060.00

THANK YOU.

Accepted By

Accepted Date

SECTION 8

Cascade Fountains
A Division of Fountain Design Group
7628 NW 6th Ave, Boca Raton Fl, 333487
(561)994-3939
jeannie@cascadefountains.com

Repair Quote

Date: 28-Jun-2023 11:06 AM
Quote #: 1694

MONTECITO
c/o VESTA PROPERTY SERVICES 208
MONTECITO DRIVE
SATELLITE BEACH, 32940
Florida, United States

Scope of work: Our Service Technician has advised that to move the fountain to the new requested location we will have to change out the motor/pump cable to a different size cable to handle the power load. We will need to pull the fountain and existing cable to shore, remove the original motor/pump cable on the fountain and install 400' of new 6/4 SOW Submersible cable on the fountain. The lighting cable we can us and will just need to add and additional 150' of 12/3 SOW Submersible Power Cable.

Notes:

Quantity	Description	Unit Price ($)	GST Rate ($)	Sub Total ($)
400.00	6/4 Submersible SO Power Cable	14.75	0.00	5,900.00
150.00	12/3 SOWA Submersible Power Cable	4.55	0.00	682.50
2.00	A2 Splice Kit	137.52	0.00	275.04
1.00	Labor to install new SOW Power Cable	1,115.00	0.00	1,115.00
			Sub Total:	**$ 7,972.54**
			Tax Rate Amount:	$ 0.00
			Quote Total (Tax Rate Incl.):	**$ 7,972.54**

Respectfully Submitted by,
Fountain Design Group
Acceptance of Proposal: The above price, specifications, and conditions are satisfactory and are hereby accepted. Fountain Design Group, Inc. is authorized to complete the work as specified.

Signature: _____ **Date of Acceptance** _____

Conditions: All work is to be completed in a workmanlike manner. Any alteration from specifications involving extra costs will be executed only upon written approval from the client, and will become an additional charge from the approved proposal amount.

Cascade Fountains
A Division of Fountain Design Group
7628 NW 6th Ave, Boca Raton Fl, 333487
(561)994-3939
jeannie@cascadefountains.com

Repair Quote

Date: 28-Jun-2023 11:12 AM
Quote #: 1695

MONTECITO
c/o VESTA PROPERTY SERVICES 208
MONTECITO DRIVE
SATELLITE BEACH, 32940
Florida, United States

Scope of work: After reviewing the photos of the electrical panel for the Pacifica lake fountain we are advising that the existing rusted and exposed electrical panel be replaced. We can install a new UL Listed GFI Protected 5hp, 230v, 1ph electrical panel for the fountain.

Notes:

Quantity	Description	Unit Price ($)	GST Rate ($)	Sub Total ($)
1.00	New 5hp UL Listed Electrical Control Panel	2,989.00	0.00	2,989.00
1.00	Labor To Install new UL Electrical Control Panel	450.00	0.00	450.00
			Sub Total:	**$ 3,439.00**
			Tax Rate Amount:	$ 0.00
			Quote Total (Tax Rate Incl.):	**$ 3,439.00**

Respectfully Submitted by,
Fountain Design Group
Acceptance of Proposal: The above price, specifications, and conditions are satisfactory and are hereby accepted. Fountain Design Group, Inc. is authorized to complete the work as specified.

Signature: _____ **Date of Acceptance** _____

Conditions: All work is to be completed in a workmanlike manner. Any alteration from specifications involving extra costs will be executed only upon written approval from the client, and will become an additional charge from the approved proposal amount.

SECTION 9

FOUNTAIN DESIGN GROUP, INC.
dba CASCADE FOUNTAINS DIV.

7628 N.W 6th AVENUE BOCA RATON, FL. 33487
SERVICE CENTERS : ORLANDO AND TAMPA
PHONE: (800) 446-1537 FAX (561) 994-3944

PROPOSAL # 6976

Date: June. 28, 2023

To: Montecito
c/o Vesta Property Service
208 Montecito Drive
Satellite Beach, Fl. 32940
Attn: Denisse Grimm
Phone: 321-777-9460
Fax:
Email: dgrimm@vestapropertyservices.com

Ship To: Montecito
208 Montecito Drive
Satellite Beach, Fl. 32940

Equipment: Floating Fountain

Scope of Work:

Deliver and install One (1) Aries 500, 5hp, 230v, single phase lake fountain with three (3) white LED lights and 400' of power cables. Float the fountain into position in the lake and properly moor it in place. The fountain will be ETL listed and meet or exceed all NEC and local electrical codes.

Cascade Fountains will mount a new UL508A listed control panel and make all necessary electrical connections to your existing power supply.

Cascade Fountains will run the electrical cables from the fountain to the panel and terminate the wires from the fountain to the control panel. Once the fountain has been started we will make any additional adjustments to the fountain display if needed.

* Assumes all existing electrical work is in good working condition. Should we find any problems with the existing service there may be additional cost
* All permits are the responsibility of others, All of our fountains are ETL listed and all Control Panels are UL Listed.
* A three year limited warranty on fountain components, including labor with the acceptance of our Quarterly Maintenance Contract.
* Cost will include the removal and disposal of old fountain equipment and installation and all on shore electrical hook up of new fountain.

Aries 500 Total	**$15,214.00**
Additional Cable	**$2,950.00**
Total Cost	**$18,164.00**

Respectfully Submitted,
FOUNTAIN DESIGN GROUP

Acceptance of Proposal: The above price, specifications, and conditions are satisfactory and are hereby accepted. Fountain Design Group, Inc. is authorized to complete the work as specified.

Signature: Date of Acceptance:

CONDITIONS

All work is to be completed in a workmanlike manner . Any alteration from specifications involving extra costs will be executed only upon written approval from the client, and will become an additional charge from the approved proposal amount

Cascade Fountains

A Division of Fountain Design Group, Inc.

7628 NW 6th Avenue
Boca Raton, FL 33487
Phone 561-994-3939
Fax 561-994-3944
Toll Free 800-446-1537

ARIES 500

An adjustable three-tier display capable of reaching a height of approximately 20'-25', with two lower adjustable tiers for balance. The fountain is accented with 1500 watts of quartz lighting.

Fountain-ETL Listed

- 1 4' rotocast floatation unit with four water tight compartments for ballast
- 1 5 HP 230 volt *single phase submersible fountain pump with stainless steel sealed motor and over-load protection
- 1 Custom stainless steel pump mounting harness
- 1 Custom stainless steel intake screen
- 1 Brass adjustable three-tier castle display jet
- 3 500 watt 115 volt submersible fountain lights, tempered lenses, mounted on stainless steel brackets
- 1 Adjustable flow valve
- 1 200' length of 8/4 submersible electrical supply cable, pump
- 1 200' length of 10/3 submersible electrical supply cable, lights
- 1 Control panel

Control Panel-ETL Listed

NEMA 3R enclosure
Single phase motor starter
Start/run capacitors
Overload protection
GFI circuit breaker - pump
GFI circuit breaker - light
Circuit breaker - timer
24-hour time clock - pump
24-hour time clock - lights

*This unit is also available in 3-phase***
*Fountain requires a 60 AMP, 230V single phase service with neutral

* This specification is subject to change without notice.

We just Make Grand Entrances

www.cascadefountains.com

SECTION B

SECTION i

294 N. Wickham Rd.
Melbourne, FL 32935
Office 321-254-2274
Fax 321-242-7244

Door Gallery of Florida

Opening New Doors.
FEIN 83-4110285
Resale #15-8017761291-8

NAME	Montecito	Quote#		DATE	6/12/23
ADDRESS		JOB NAME	Gym Exit Door		
CITY,STATE,ZIP		JOB LOCATION			

PHONE		PICK UP		DELIVER	X	CHARGE		COD	X	LEAD TIME	4-6 weeks

QTY.	DESCRIPTION	PRICE	AMOUNT
1	3068 x 13/4 Textured Fiberglass Door with a 15 Lite Internal Grid Insert Prehung on 45/8		
	Textured Composite Jambs with Stainless Steel Hinges		$1435.00
	Reuse Panic Bar Door Closer and Threshold		
1	Installation (Complete Door and Lock)		$1000.00
	-Includes Removal of Existing and Install of Above Listed Material		
	-NO Painting		
	** Option NOT INCLUDED in Quote **		
1)	Use ½ Lite 6-Lite Insert In Place of Quoted Full Lite 15 Lite Insert		
	DEDUCT $ 175.00 + Tax		

THIS QUOTATION IS VALID FOR 30 DAYS. THEREAFTER, IT IS SUBJECT TO CHANGE WITHOUT NOTICE. PRICES AND TERMS ON THIS QUTATION ARE NOT SUBJECT TO VERBAL CHANGES. ALL QUOTATIONS AND AGREEMENTS ARE CONTINGENT UPON, STRIKES, FIRES, AND ACCIDENTS, AVAILABILITY OF MATERIALS OR DELAYS BEYOND OUR CONTROL. TYPOGRAPHICAL AND STENOGRAPHIC ERRORS ARE SUBJECT TO CORRECTION. NO RETAINAGE OR HOLD BACK PERMITTED. SIGN, DATE, ATTACH A PURCHASE ORDER NUMBER, AND FAX BACK TO PROCEED WITH ORDER.

ALL DELIVERIES ARE GROUND FLOOR! *Thank You*

SUB TOTAL	
TAX	
TOTAL	$2435

BY: Scott Cargill
Scott@DoorGalleryFlorida.com

ACCEPTED BY *Denisse Grimm* DATE 6/13/23

SECTION ii

MONTECITO
COMMUNITY DEVELOPMENT DISTRICT
CITY OF SATELLITE BEACH, FLORIDA
FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2022

MONTECITO COMMUNITY DEVELOPMENT DISTRICT
CITY OF SATELLITE BEACH, FLORIDA

TABLE OF CONTENTS

Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

951 Yamato Road ▪ Suite 280
Boca Raton, Florida 33431
(561) 994-9299 ▪ (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

INDEPENDENT AUDITOR'S REPORT

To the Board of Supervisors
Montecito Community Development District
Satellite Beach, Florida

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, and each major fund of Montecito Community Development District, Satellite Beach, Florida ("District") as of and for the fiscal year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, and each major fund of the District as of September 30, 2022, and the respective changes in financial position thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

The District's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit. Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information Included in the Financial Report

Management is responsible for the other information included in the financial report. The other information comprises the information for compliance with FL Statute 218.39 (3) (c), but does not include the financial statements and our auditor's report thereon. Our opinions on the financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated June 29, 2023, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

June 29, 2023

MANAGEMENT'S DISCUSSION AND ANALYSIS

Our discussion and analysis of Montecito Community Development District, Satellite Beach, Florida ("District") provides a narrative overview of the District's financial activities for the fiscal year ended September 30, 2022. Please read it in conjunction with the District's Independent Auditor's Report, basic financial statements, accompanying notes and supplementary information to the basic financial statements.

FINANCIAL HIGHLIGHTS

- The assets of the District exceeded its liabilities at the close of the most recent fiscal year resulting in a net position balance of $9,216,203.

- The change in the District's total net position in comparison with the prior fiscal year was $361,573, an increase. The key components of the District's net position and change in net position are reflected in the table in the government-wide financial analysis section.

- At September 30, 2022, the District's governmental funds reported combined ending fund balances of $460,362, an increase of $568,942 in comparison with the prior fiscal year. The total fund balance is restricted for debt service and capital projects, non-spendable for prepaid items and deposits, assigned for capital reserves and the remainder is unassigned fund balance.

OVERVIEW OF FINANCIAL STATEMENTS

This discussion and analysis are intended to serve as the introduction to the District's basic financial statements. The District's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all the District's assets, deferred outflows of resources, liabilities, and deferred inflows of resources with the residual amount being reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements include all governmental activities that are principally supported by special assessment. The District does not have any business-type activities. The governmental activities of the District include the general government (management), maintenance and recreational functions.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the District can be divided into one category: governmental funds.

OVERVIEW OF FINANCIAL STATEMENTS (Continued)

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflow of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains three governmental funds for external reporting. Information is presented separately in the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund, debt service fund and capital projects fund, all of which are considered major funds.

The District adopts an annual appropriated budget for its general fund. A budgetary comparison schedule has been provided for the general fund to demonstrate compliance with the budget.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of an entity's financial position. In the case of the District, assets exceeded liabilities at the close of the most recent fiscal year.

Key components of the District's net position are reflected in the following table:

NET POSITION
SEPTEMBER 30,

	2022	2021
Current and other assets	$ 557,255	$ 1,544,985
Capital assets, net of depreciation	12,549,052	13,207,606
Total assets	13,106,307	14,752,591
Current liabilities	3,690,104	2,142,961
Long-term liabilities	200,000	3,755,000
Total liabilities	3,890,104	5,897,961
Net position		
Net investment in capital assets	8,808,204	8,352,959
Restricted	67,207	122,082
Unrestricted	340,792	379,589
Total net position	$ 9,216,203	$ 8,854,630

GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

The District's net position reflects its investment in capital assets (e.g. land, land improvements, and infrastructure) less any related debt used to acquire those assets that is still outstanding. These assets are used to provide services to residents; consequently, these assets are not available for future spending. Although the District's investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

The restricted portion of the District's net position represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted net position may be used to meet the District's other obligations.

The District's net position increased during the most recent fiscal year. The majority of the increase represents the extent to which ongoing program revenues and the gain on the cancelation of debt exceeded the cost of operations and depreciation expense.

Key elements of the change in net position are reflected in the following table:

CHANGES IN NET POSITION
FOR THE FISCAL YEAR ENDED SEPTEMBER 30,

Revenues:	2022	2021
Program revenues		
Charges for services	$ 1,116,954	$ 2,653,469
Operating grants and contributions	307	230
Capital grants and contributions	7	33
General revenues		
Unrestricted investment earnings	4	5
Miscellaneous	23,283	36,228
Total revenues	1,140,555	2,689,965
Expenses:		
General government	193,927	145,823
Maintenance and operations	1,036,712	722,253
Recreation	253,196	321,892
Interest	196,210	385,077
Bond issuance costs	194,100	-
Total expenses	1,874,145	1,575,045
Special items	1,095,163	4,163,065
Change in net position	361,573	5,277,985
Net position - beginning	8,854,630	3,576,645
Net position - ending	$ 9,216,203	$ 8,854,630

As noted above and in the statement of activities, the cost of all governmental activities during the fiscal year ended September 30, 2022 was $1,874,145. The costs of the District's activities were primarily funded by program revenues. Program revenues, comprised primarily of assessments, decreased in the current year as a result of a decrease in prepayment revenue. The increase in current fiscal year expenses is primarily the result of the bond issuance costs and the increase in maintenance costs related to certain repairs and renovation projects of the District.

GENERAL BUDGETING HIGHLIGHTS

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. The general fund budget for the fiscal year ended September 30, 2022 was amended to increase revenues by $25,112, appropriations by $90,116, and transfers to the capital projects fund by $50,000.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

At September 30, 2022, the District had $20,872,595 invested in capital assets for its governmental activities. In the government-wide financial statements depreciation of $8,323,543 has been taken, which resulted in a net book value of $12,549,052. More detailed information about the District's capital assets is presented in the notes of the financial statements.

Capital Debt

At September 30, 2022, the District had $3,755,000 Bonds outstanding. More detailed information about the District's capital debt is presented in the notes of the financial statements.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND OTHER EVENTS

The District does not anticipate any major projects or significant changes to its infrastructure maintenance program for the subsequent fiscal year.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, land owners, customers, investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the financial resources it manages and the stewardship of the facilities it maintains. If you have questions about this report or need additional financial information, contact the Montecito Community Development District's Finance Department at 6200 Lee Vista Boulevard, Suite 300, Orlando, FL 32822.

MONTECITO COMMUNITY DEVELOPMENT DISTRICT
SATELLITE BEACH, FLORIDA
STATEMENT OF NET POSITION
SEPTEMBER 30, 2022

	Governmental Activities
ASSETS	
Cash	$ 382,465
Assessments receivable	73
Prepaids and other assets	55,174
Restricted assets:	
Investments	119,543
Capital assets:	
Nondepreciable	9,123,019
Depreciable, net	3,426,033
Total assets	13,106,307
LIABILITIES	
Accounts payable	36,893
Accrued interest payable	38,211
Unearned revenue	60,000
Non-current liabilities:	
Due within one year	200,000
Due in more than one year	3,555,000
Total liabilities	3,890,104
NET POSITION	
Net investment in capital assets	8,808,204
Restricted for debt service	67,207
Unrestricted	340,792
Total net position	$ 9,216,203

See notes to the financial statements

MONTECITO COMMUNITY DEVELOPMENT DISTRICT
SATELLITE BEACH, FLORIDA
STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	Net (Expense) Revenue and Changes in Net Position: Governmental Activities
Primary government:					
Governmental activities:					
General government	$ 193,927	$ 193,927	$ -	$ -	$ -
Maintenance and operations	1,036,712	278,723	-	7	(757,982)
Recreation	253,196	253,196	-	-	-
Interest on long-term debt	196,210	391,108	307	-	195,205
Bond issuance costs	194,100	-	-	-	(194,100)
Total governmental activities	1,874,145	1,116,954	307	7	(756,877)

General revenues:	
Unrestricted investment earnings	4
Miscellaneous	23,283
Total general revenues	23,287
Special item - gain on the cancellation of debt	1,095,163
Total special items	1,095,163
Change in net position	361,573
Net position - beginning	8,854,630
Net position - ending	$ 9,216,203

See notes to the financial statements

MONTECITO COMMUNITY DEVELOPMENT DISTRICT
SATELLITE BEACH, FLORIDA
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2022

	Major Funds			Total Governmental Funds
	General	Debt Service	Capital Projects	
ASSETS				
Cash	$ 147,978	$ -	$ 234,487	$ 382,465
Investments	-	105,391	14,152	119,543
Assessments receivable	46	27	-	73
Prepaids and other assets	55,174	-	-	55,174
Total assets	$ 203,198	$ 105,418	$ 248,639	$ 557,255
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	$ 36,893	$ -	$ -	$ 36,893
Unearned revenue	60,000	-	-	60,000
Total liabilities	96,893	-	-	96,893
Fund balances:				
Nonspendable:				
Prepaid items	55,174	-	-	55,174
Restricted for:				
Debt service	-	105,418	-	105,418
Capital projects	-	-	14,152	14,152
Assigned for:				
Capital reserve	-	-	234,487	234,487
Unassigned	51,131	-	-	51,131
Total fund balances	106,305	105,418	248,639	460,362
Total liabilities and fund balances	$ 203,198	$ 105,418	$ 248,639	$ 557,255

See notes to the financial statements

MONTECITO COMMUNITY DEVELOPMENT DISTRICT
SATELLITE BEACH, FLORIDA
RECONCILIATION OF THE BALANCE SHEET - GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2022

Total fund balances - governmental funds		$ 460,362
Amounts reported for governmental activities in the statement of net position are different because:		
Capital assets used in governmental activities are not financial resources and, therefore, are not reported as assets in the governmental funds. The statement of net position includes those capital assets, net of any accumulated depreciation, in the net position of the government as a whole.		
Cost of capital assets	20,872,595	
Accumulated depreciation	(8,323,543)	12,549,052
Liabilities not due and payable from current available resources are not reported as liabilities in the governmental fund statements. All liabilities, both current and long-term, are reported in the government-wide financial statements.		
Accrued interest payable	(38,211)	
Bonds payable	(3,755,000)	(3,793,211)
Net position of governmental activities		$ 9,216,203

See notes to the financial statements

MONTECITO COMMUNITY DEVELOPMENT DISTRICT
SATELLITE BEACH, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022

	Major Funds			Total
	General	Debt Service	Capital Projects	Governmental Funds
REVENUES				
Assessments	$ 725,846	$ 391,108	$ -	$ 1,116,954
Miscellaneous revenue	23,283	-	-	23,283
Interest	4	307	7	318
Total revenues	749,133	391,415	7	1,140,555
EXPENDITURES				
Current:				
General government	179,240	5,605	9,082	193,927
Maintenance and operations	385,026	-	-	385,026
Recreation	102,108	-	-	102,108
Debt service:				
Principal	-	4,110,000	-	4,110,000
Interest	-	277,395	-	277,395
Bond issue costs	-	194,100	-	194,100
Capital outlay	-	-	144,220	144,220
Total expenditures	666,374	4,587,100	153,302	5,406,776
Excess (deficiency) of revenues over (under) expenditures	82,759	(4,195,685)	(153,295)	(4,266,221)
OTHER FINANCING SOURCES (USES)				
Transfers in	-	309,460	-	309,460
Transfers out	(179,524)	-	(129,936)	(309,460)
Bond proceeds	-	3,755,000	-	3,755,000
Cancellation of debt	-	1,080,163	-	1,080,163
Total other financing sources (uses)	(179,524)	5,144,623	(129,936)	4,835,163
Net change in fund balances	(96,765)	948,938	(283,231)	568,942
Fund balances - beginning (restated)	203,070	(843,520)	531,870	(108,580)
Fund balances - ending	$ 106,305	$ 105,418	$ 248,639	$ 460,362

See notes to the financial statements

MONTECITO COMMUNITY DEVELOPMENT DISTRICT
SATELLITE BEACH, FLORIDA
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022

Net change in fund balances - total governmental funds	$	568,942
Amounts reported for governmental activities in the statement of activities are different because:		
Governmental funds report the face amount of Bonds issued as financial resources when debt is first issued, whereas these amounts are eliminated in the statement of activities and recognized as long-term liabilities in the statement of net position.		(3,755,000)
Repayment of long-term liabilities are reported as expenditures in the governmental fund financial statements, but such repayments reduce liabilities in the statement of net position and are eliminated in the statement of activities.		4,110,000
Additional gain on the cancellation of debt is not recognized in the governmental fund financial statements, but is reported as a special item in the statement of activities.		15,000
The change in accrued interest on long-term liabilities between the current and prior fiscal years is recorded in the statement of activities, but not in the governmental fund financial statements.		81,185
Depreciation of capital assets is not recognized in the governmental fund financial statements, but is reported as an expense in the statement of activities.		(658,554)
Change in net position of governmental activities	$	361,573

See notes to the financial statements

MONTECITO COMMUNITY DEVELOPMENT DISTRICT
SATELLITE BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS

NOTE 1 – NATURE OF ORGANIZATION AND REPORTING ENTITY

Montecito Community Development District ("District") was created on July 20, 2005 by Ordinance 904 of the City of Satellite Beach, Florida, pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes. The Act provides among other things, the power to manage basic services for community development, power to borrow money and issue bonds, and to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure.

The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of a portion of the infrastructure necessary for community development within the District.

The District is governed by the Board of Supervisors ("Board"), which is composed of five members. The Supervisors are elected by the owners of the property within the District. The Board of Supervisors of the District exercise all powers granted to the District pursuant to Chapter 190, Florida Statutes.

The Board has the responsibility for:
1. Assessing and levying assessments.
2. Approving budgets.
3. Exercising control over facilities and properties.
4. Controlling the use of funds generated by the District.
5. Approving the hiring and firing of key personnel.
6. Financing improvements.

The financial statements were prepared in accordance with Governmental Accounting Standards Board (“GASB”) Statements. Under the provisions of those standards, the financial reporting entity consists of the primary government, organizations for which the District is considered to be financially accountable, and other organizations for which the nature and significance of their relationship with the District are such that, if excluded, the financial statements of the District would be considered incomplete or misleading. There are no entities considered to be component units of the District; therefore, the financial statements include only the operations of the District.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Government-Wide and Fund Financial Statements
The basic financial statements include both government-wide and fund financial statements.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include: 1) charges to customers who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment; operating-type special assessments for maintenance and debt service are treated as charges for services and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Other items not included among program revenues are reported instead as *general revenues*.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement* focus and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Assessments are recognized as revenues in the year for which they are levied. Grants and similar items are to be recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due.

Assessments

Assessments are non-ad valorem assessments on benefited property within the District. Operating and maintenance assessments are based upon the adopted budget and levied annually. Debt service assessments are levied when Bonds are issued and assessed and collected on an annual basis. The District may collect assessments directly or utilize the uniform method of collection under Florida Statutes. Direct collected assessments are due as determined by annual assessment resolution adopted by the Board of Supervisors. Assessments collected under the uniform method are mailed by the County Tax Collector on November 1 and due on or before March 31 of each year. Property owners may prepay a portion or all of the debt service assessments on their property subject to various provisions in the Bond documents.

Assessments, and interest associated with the current fiscal period are considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. The portion of assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period.

The District reports the following major governmental funds:

General Fund

The general fund is the general operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.

Debt Service Fund

The debt service fund is used to account for the accumulation of resources for the annual payment of principal and interest on long-term debt.

Capital Projects Fund

This fund accounts for the financial resources to be used for the acquisition or construction of major infrastructure within the District and for the accumulation of reserves for future maintenance costs.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first for qualifying expenditures, then unrestricted resources as they are needed.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity

Restricted Assets
These assets represent cash and investments set aside pursuant to Bond covenants or other contractual restrictions.

Deposits and Investments
The District's cash and cash equivalents are considered to be cash on hand and demand deposits (interest and non-interest bearing).

The District has elected to proceed under the Alternative Investment Guidelines as set forth in Section 218.415 (17) Florida Statutes. The District may invest any surplus public funds in the following:

a) The Local Government Surplus Trust Funds, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act;
b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency;
c) Interest bearing time deposits or savings accounts in qualified public depositories;
d) Direct obligations of the U.S. Treasury.

Securities listed in paragraph c and d shall be invested to provide sufficient liquidity to pay obligations as they come due.

The District records all interest revenue related to investment activities in the respective funds. Investments are measured at amortized cost or reported at fair value as required by generally accepted accounting principles.

Prepaid Items
Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

Capital Assets
Capital assets which include property, plant and equipment, and infrastructure assets (e.g., roads, sidewalks and similar items) are reported in the government activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than $5,000 (amount not rounded) and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Capital Assets (Continued)
Property, plant and equipment of the District are depreciated using the straight-line method over the following estimated useful lives:

Assets	Years
Roadways	20
Water & sewer facilities	25
Stormwater management	25
Recreational facilities	15-30
Landscape & streetscape	15
Furniture, fixtures and equipment	5

In the governmental fund financial statements, amounts incurred for the acquisition of capital assets are reported as fund expenditures. Depreciation expense is not reported in the governmental fund financial statements.

Unearned Revenue
Governmental funds report unearned revenue in connection with resources that have been received, but not yet earned.

Long-Term Obligations
In the government-wide financial statements long-term debt and other long-term obligations are reported as liabilities in the statement of net position. Bond premiums and discounts are deferred and amortized ratably over the life of the Bonds. Bonds payable are reported net of applicable premiums or discounts. Bond issuance costs are expensed when incurred.

In the fund financial statements, governmental fund types recognize premiums and discounts, as well as issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Deferred Outflows/Inflows of Resources
In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

Fund Equity/Net Position
In the fund financial statements, governmental funds report non spendable and restricted fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Assignments of fund balance represent tentative management plans that are subject to change.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Fund Equity/Net Position (Continued)
The District can establish limitations on the use of fund balance as follows:

Committed fund balance – Amounts that can be used only for the specific purposes determined by a formal action (resolution) of the Board of Supervisors. Commitments may be changed or lifted only by the Board of Supervisors taking the same formal action (resolution) that imposed the constraint originally. Resources accumulated pursuant to stabilization arrangements sometimes are reported in this category.

Assigned fund balance – Includes spendable fund balance amounts established by the Board of Supervisors that are intended to be used for specific purposes that are neither considered restricted nor committed. The Board may also assign fund balance as it does when appropriating fund balance to cover differences in estimated revenue and appropriations in the subsequent year's appropriated budget. Assignments are generally temporary and normally the same formal action need not be taken to remove the assignment.

The District first uses committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

Net position is the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources. Net position in the government-wide financial statements are categorized as net investment in capital assets, restricted or unrestricted. Net investment in capital assets represents net position related to infrastructure and property, plant and equipment. Restricted net position represents the assets restricted by the District's Bond covenants or other contractual restrictions. Unrestricted net position consists of the net position not meeting the definition of either of the other two components.

Other Disclosures

Use of Estimates
The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

NOTE 3 – BUDGETARY INFORMATION

The District is required to establish a budgetary system and an approved Annual Budget. Annual Budgets are adopted on a basis consistent with generally accepted accounting principles for the general fund. All annual appropriations lapse at fiscal year-end.

The District follows these procedures in establishing the budgetary data reflected in the financial statements.

a) Each year the District Manager submits to the District Board a proposed operating budget for the fiscal year commencing the following October 1.
b) Public hearings are conducted to obtain public comments.
c) Prior to October 1, the budget is legally adopted by the District Board.
d) All budget changes must be approved by the District Board.
e) The budgets are adopted on a basis consistent with generally accepted accounting principles.
f) Unused appropriation for annually budgeted funds lapse at the end of the year.

NOTE 4 – DEPOSITS AND INVESTMENTS

Deposits

The District's cash balances were entirely covered by federal depository insurance or by a collateral pool pledged to the State Treasurer. Florida Statutes Chapter 280, "Florida Security for Public Deposits Act", requires all qualified depositories to deposit with the Treasurer or another banking institution eligible collateral equal to various percentages of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance held. The percentage of eligible collateral (generally, U.S. Governmental and agency securities, state or local government debt, or corporate bonds) to public deposits is dependent upon the depository's financial history and its compliance with Chapter 280. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses.

Investments

The District's investments were held as follows at September 30, 2022:

	Amortized Cost	Credit Risk	Maturities
MSILF Govt #8352	$ 105,391	N/A	N/A
Local Government Surplus Trust Funds (FL PRIME)	14,152	S&P AAAm	Weighted average of the fund portfolio: 21 days
Total Investments	$ 119,543		

Credit risk – For investments, credit risk is generally the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Investment ratings by investment type are included in the preceding summary of investments.

Concentration risk – The District places no limit on the amount the District may invest in any one issuer.

Interest rate risk – The District does not have a formal policy that limits investment maturities as a means of managing exposure to fair value losses arising from increasing interest rates.

However, the Bond Indenture limits the type of investments held using unspent proceeds.

Fair Value Measurement – When applicable, the District measures and records its investments using fair value measurement guidelines established in accordance with GASB Statements. The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques.

These guidelines recognize a three-tiered fair value hierarchy, in order of highest priority, as follows:

- *Level 1:* Investments whose values are based on unadjusted quoted prices for identical investments in active markets that the District has the ability to access;
- *Level 2:* Investments whose inputs - other than quoted market prices - are observable either directly or indirectly; and,
- *Level 3:* Investments whose inputs are unobservable.

The fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the entire fair value measurement. Valuation techniques used should maximize the use of observable inputs and minimize the use of unobservable inputs.

Money market investments that have a maturity at the time of purchase of one year or less and are held by governments other than external investment pools should be measured at amortized cost. Accordingly, the District's investments have been reported at amortized cost above.

NOTE 5 – INTERFUND TRANSFERS

Interfund transfers for the fiscal year ended September 30, 2022 were as follows:

Fund	Transfer in	Transfer out
General	$ -	$ 179,524
Debt service	309,460	-
Capital projects	179,524	309,460
Total	$ 488,984	$ 488,984

Transfers are used to move revenues from the fund where collection occurs to the fund where funds have been reallocated for use. In the case of the District, transfers from the general fund to the capital projects fund were made to fund certain repairs and renovation costs of the District. Transfers from the capital projects fund to the debt service fund were made in accordance with the Bond Indentures.

NOTE 6 – CAPITAL ASSETS

Capital asset activity for the fiscal year ended September 30, 2022 was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance
Governmental activities				
Capital assets, not being depreciated				
Land and land improvements	$ 6,788,410	$ -	$ -	$ 6,788,410
Infrastructure under construction	2,334,609	-	-	2,334,609
Total capital assets, not being depreciated	9,123,019	-	-	9,123,019
Capital assets, being depreciated				
Roadways	1,719,432	-	-	1,719,432
Water & sewer facilities	1,936,187	-	-	1,936,187
Stormwater management	1,660,044	-	-	1,660,044
Recreational facilities	2,719,582	-	-	2,719,582
Landscape & streetscape	3,489,160	-	-	3,489,160
Furniture, fixtures and equipment	225,171	-	-	225,171
Total capital assets, being depreciated	11,749,576	-	-	11,749,576
Less accumulated depreciation for:				
Roadways	1,117,259	85,972	-	1,203,231
Water & sewer facilities	1,006,812	77,447	-	1,084,259
Stormwater management	859,722	66,402	-	926,124
Recreational facilities	1,496,248	151,088	-	1,647,336
Landscape & streetscape	3,006,134	232,611	-	3,238,745
Furniture, fixtures and equipment	178,814	45,034	-	223,848
Total accumulated depreciation	7,664,989	658,554	-	8,323,543
Total capital assets, being depreciated, net	4,084,587	(658,554)	-	3,426,033
Governmental activities capital assets	$ 13,207,606	$ (658,554)	$ -	$ 12,549,052

Depreciation expense was charged to function/programs as follows:

Physical environment	$ 507,466
Cultural and recreational	151,088
Total	$ 658,554

NOTE 7 – LONG-TERM LIABILITIES

Series 2006

On February 1, 2006, the District issued $27,565,000 of Special Assessment Bonds, Series 2006 consisting of $5,690,000 of Term Bonds Series 2006A due on May 1, 2037 with a fixed interest rate of 5.50% and $21,875,000 of Term Bonds, Series 2006B due on May 1, 2013 with a fixed interest rate of 5.10%. The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the District. Interest is to be paid semiannually on each May 1 and November 1. Principal on the Bonds is to be paid serially commencing May 1, 2008 through May 1, 2037. In the current year, the Bondholders authorized the cancellation of $1,015,000 of the Series 2006A Bonds. The remaining Series 2006A Bonds were refunded with the issuance of Special Assessment Refunding Revenue Bonds, Series 2022. The matured bonds related to the Series 2006B bonds were cancelled in the prior fiscal year.

Series 2022

On June 6, 2022, the District issued $3,755,000 of Special Assessment Refunding Bond Series 2022 due May 1, 2037, with a fixed interest rate of 3.140%. The Bonds were issued to refund a portion of the District's outstanding Special Assessment Bonds, Series 2006A (the "Refunded Bonds") and pay certain costs associated with the issuance of the Bonds. Interest is to be paid semiannually on each May 1 and November 1. Principal on the Bonds is to be paid serially commencing May 1, 2023 through May 1, 2037.

The Series 2022 Bonds are subject to redemption at the option of the District prior to maturity. The Series 2007 Bonds are subject to extraordinary mandatory redemption prior to maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Bond Indenture.

The Bond Indenture established a debt service reserve requirement as well as other restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. The District was in compliance with the requirements at September 30, 2022.

Refunded Bonds

The District current refunded the Series 2006A Special Assessment Bonds, which had an outstanding balance of $3,945,000 at the time of the refunding with the proceeds from the Series 2022 Bonds. The refunding was a current refunding and resulted in a difference in cash flows required to pay the respective debt service of $722,570. The refunding resulted in an economic gain of $486,325.

Long-term Debt Activity

Changes in long-term liability activity for the fiscal year ended September 30, 2022 were as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Bonds payable:					
Series 2006	$ 5,210,000	$ -	$ 5,210,000	$ -	$ -
Series 2022	-	3,755,000	-	3,755,000	200,000
Total	$ 5,210,000	$ 3,755,000	$ 5,210,000	$ 3,755,000	$ 200,000

NOTE 7 – LONG-TERM LIABILITIES (Continued)

At September 30, 2022, the scheduled debt service requirements on the long-term debt were as follows:

Year ending September 30:	Principal	Interest	Total
2023	$ 200,000	$ 116,269	$ 316,269
2024	205,000	111,627	316,627
2025	210,000	105,190	315,190
2026	220,000	98,596	318,596
2027	225,000	91,688	316,688
2028-2032	1,245,000	347,284	1,592,284
2033-2037	1,450,000	139,730	1,589,730
Total	$ 3,755,000	$ 1,010,384	$ 4,765,384

NOTE 8 – PRIOR PERIOD ADJUSTMENT

The 2022 report has adjusted the following items listed in the 2021 report:

	Debt Service Fund
Fund Balance - as previously stated	$ (1,048,520)
Understatement of gain on cancellation of debt	205,000
Fund balance - as restated	$ (843,520)

NOTE 9 – MANAGEMENT COMPANY

The District has contracted with a management company to perform management services, which include financial and accounting services. Certain employees of the management company also serve as officers (Board appointed non-voting positions) of the District. Under the agreement, the District compensates the management company for management, accounting, financial reporting, and other administrative costs.

NOTE 10 – RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The District has obtained commercial insurance from independent third parties to mitigate the costs of these risks; coverage may not extend to all situations. There were no settled claims during the past three years.

MONTECITO COMMUNITY DEVELOPMENT DISTRICT
SATELLITE BEACH, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL – GENERAL FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022

	Budgeted Amounts		Actual	Variance with Final Budget - Positive
	Original	Final	Accounts	(Negative)
REVENUES				
Assessments	$ 723,971	$ 725,800	$ 725,846	$ 46
Miscellaneous revenue	-	23,283	23,283	-
Interest	-	-	4	4
Total revenues	723,971	749,083	749,133	50
EXPENDITURES				
Current:				
General government	151,161	182,365	179,240	3,125
Maintenance and operations	401,874	453,949	385,026	68,923
Recreation	41,412	48,249	102,108	(53,859)
Total expenditures	594,447	684,563	666,374	18,189
Excess (deficiency) of revenues over (under) expenditures	129,524	64,520	82,759	18,239
OTHER FINANCING SOURCES AND USES				
Carry forward	-	203,070	-	(203,070)
Transfer out	(129,524)	(179,524)	(179,524)	-
Total other financing sources and uses	(129,524)	23,546	(179,524)	(203,070)
Net change in fund balances	$ -	$ 88,066	(96,765)	$ (184,831)
Fund balance - beginning			203,070	
Fund balance - ending			$ 106,305	

See notes to required supplementary information

MONTECITO COMMUNITY DEVELOPMENT DISTRICT
SATELLITE BEACH, FLORIDA
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION

The District is required to establish a budgetary system and an approved Annual Budget for the general fund. The District's budgeting process is based on estimates of cash receipts and cash expenditures which are approved by the Board. The budget approximates a basis consistent with accounting principles generally accepted in the United States of America (generally accepted accounting principles).

The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2022. The general fund budget for the fiscal year ended September 30, 2022 was amended to increase revenues by $25,112, appropriations by $90,116, and transfers to the capital projects fund by $50,000.

MONTECITO COMMUNITY DEVELOPMENT DISTRICT
SATELLITE BEACH, FLORIDA
OTHER INFORMATION – DATA ELEMENTS
REQUIRED BY FL STATUTE 218.39(3)(C)
UNAUDITED

Element	Comments
Number of district employees compensated at 9/30/2022	0
Number of independent contractors compensated in September 2022	21
Employee compensation for FYE 9/30/2021 (paid/accrued)	$42,093
Independent contractor compensation for FYE 9/30/2022	$777,719
Construction projects to begin on or after October 1; (>$65K)	Not applicable
Budget variance report	See page 22 of annual financial report
Ad Valorem taxes	Not applicable
Non ad valorem special assessments;	
Special assessment rate FYE 9/30/2022	Operations and maintenance - $144 - $2,033 Debt service - $897 - $1,197
Special assessments collected FYE 9/30/2022	$1,116,954
Outstanding Bonds:	
Series 2022, due May 1, 2037,	see Note 7 for details

Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

951 Yamato Road ▪ Suite 280
Boca Raton, Florida 33431
(561) 994-9299 ▪ (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Supervisors
Montecito Community Development District
Satellite Beach, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, and each major fund of Montecito Community Development District, Satellite Beach, Florida ("District") as of and for the fiscal year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our opinion thereon dated June 29, 2023.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

June 29, 2023

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CERTIFIED PUBLIC ACCOUNTANTS

951 Yamato Road ▪ Suite 280
Boca Raton, Florida 33431
(561) 994-9299 ▪ (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES, REQUIRED BY RULE 10.556(10) OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

To the Board of Supervisors
Montecito Community Development District
Satellite Beach, Florida

We have examined Montecito Community Development District, Satellite Beach, Florida's ("District") compliance with the requirements of Section 218.415, Florida Statutes, in accordance with Rule 10.556(10) of the Auditor General of the State of Florida during the fiscal year ended September 30, 2022. Management is responsible for the District's compliance with those requirements. Our responsibility is to express an opinion on the District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the District complied, in all material respects, with the specified requirements referenced in Section 218.415, Florida Statutes. An examination involves performing procedures to obtain evidence about whether the District complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion. Our examination does not provide a legal determination on the District's compliance with specified requirements.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the examination engagement.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2022.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, management, and the Board of Supervisors of Montecito Community Development District, Satellite Beach, Florida and is not intended to be and should not be used by anyone other than these specified parties.

June 29, 2023

Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

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MANAGEMENT LETTER PURSUANT TO THE RULES OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

To the Board of Supervisors
Montecito Community Development District
Satellite Beach, Florida

Report on the Financial Statements

We have audited the accompanying basic financial statements of Montecito Community Development District, Satellite Beach, Florida ("District") as of and for the fiscal year ended September 30, 2022, and have issued our report thereon dated June 29, 2023.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in G*overnment Auditing Standards,* issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards;* and Independent Auditor's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated June 29, 2023, should be considered in conjunction with this management letter.

Purpose of this Letter

The purpose of this letter is to comment on those matters required by Chapter 10.550 of the Rules of the Auditor General of the state of Florida. Accordingly, in connection with our audit of the financial statements of the District, as described in the first paragraph, we report the following:

I. Current year findings and recommendations.
II. Status of prior year findings and recommendations.
III. Compliance with the Provisions of the Auditor General of the State of Florida.

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, as applicable, management, and the Board of Supervisors of Montecito Community Development District, Satellite Beach, Florida and is not intended to be and should not be used by anyone other than these specified parties.

We wish to thank Montecito Community Development District, Satellite Beach, Florida and the personnel associated with it, for the opportunity to be of service to them in this endeavor as well as future engagements, and the courtesies extended to us.

June 29, 2023

REPORT TO MANAGEMENT

I. CURRENT YEAR FINDINGS AND RECOMMENDATIONS

None

II. PRIOR YEAR FINDINGS

2021-01; 2020-01; 2019-01: Financial Condition Assessment

Current Status: Recommendation has been implemented.

III. COMPLIANCE WITH THE PROVISIONS OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

Unless otherwise required to be reported in the auditor's report on compliance and internal controls, the management letter shall include, but not be limited to the following:

1. A statement as to whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report.

   There were no significant findings and recommendations made in the preceding annual financial audit report for the fiscal year ended September 30, 2021, except as noted above.

2. Any recommendations to improve the local governmental entity's financial management.

   There were no such matters discovered by, or that came to the attention of, the auditor, to be reported for the fiscal year ended September 30, 2022.

3. Noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance.

   There were no such matters discovered by, or that came to the attention of, the auditor, to be reported, for the fiscal year ended September 30, 2022.

4. The name or official title and legal authority of the District are disclosed in the notes to the financial statements.

5. The District has not met one or more of the financial emergency conditions described in Section 218.503(1), Florida Statutes.

6. We applied financial condition assessment procedures and no deteriorating financial conditions were noted. It is management's responsibility to monitor financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

7. Management has provided the specific information required by Section 218.39(3)(c) in the Other Information section of the financial statements on page 24.

SECTION C

SECTION i

REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES
FOR THE MONTECITO COMMUNITY DEVELOPMENT DISTRICT

RFQ for Engineering Services

The Montecito Community Development District ("District"), located in the City of Satellite Beach, Brevard County, Florida announces that professional engineering services will be required on a continuing basis for the District's anticipated capital improvements which may include work related to drainage and surface water management system, waterline and accessories, sewer system, landscape/irrigation lines, roadways, amenity facilities, and other public improvements authorized by Chapter 190, *Florida Statutes*. The engineering firm selected will act in the general capacity of District Engineer and provide District engineering services, as required.

Any firm or individual ("Applicant") desiring to provide professional services to the District must: 1) hold applicable federal, state and local licenses; 2) be authorized to do business in Florida in accordance with Florida law; and 3) furnish a statement ("Qualification Statement") of its qualifications and past experience on U.S. General Service Administration's "Architect-Engineer Qualifications, Standard Form No. 330," with pertinent supporting data. Among other things, Applicants must submit information relating to: a) the ability and adequacy of the Applicant's professional personnel; b) whether the Applicant is a certified minority business enterprise; c) the Applicant's willingness to meet time and budget requirements; d) the Applicant's past experience and performance, including but not limited to past experience as a District Engineer for any community development districts and past experience with Brevard County; e) the geographic location of the Applicant's headquarters and offices; f) the current and projected workloads of the Applicant; and g) the volume of work previously awarded to the Applicant by the District. Further, each Applicant must identify the specific individual affiliated with the Applicant who would be handling District meetings, construction services, and other engineering tasks.

The District will review all Applicants and will comply with Florida law, including the Consultant's Competitive Negotiations Act, Chapter 287, *Florida Statutes* ("CCNA"). All applicants interested must submit one original and one electronic version of Standard Form No. 330 and Qualification Statement by **12:00 p.m. on_____, 2023 to the attention of Mr. Darrin Mossing, c/o Governmental Management Services-Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 ("District Manager's Office")**.

The Board shall select and rank the Applicants using the requirements set forth in the CCNA and the evaluation criteria on file with the District Manager, and the highest ranked Applicant will be requested to enter into contract negotiations. If an agreement cannot be reached between the District and the highest ranked Applicant, negotiations will cease and begin with the next highest ranked Applicant, and if these negotiations are unsuccessful, will continue to the third highest ranked Applicant.

The District reserves the right to reject any and all Qualification Statements. Additionally, there is no express or implied obligation for the District to reimburse Applicants for any expenses associated with the preparation and submittal of the Qualification Statements in response to this request.

Any protest regarding the terms of this Notice, or the evaluation criteria on file with the District Manager, must be filed in writing, within seventy-two (72) hours (excluding weekends) after the publication of this Notice. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid Notice or evaluation criteria provisions. Any person who files a notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount of Ten Thousand Dollars ($10,000.00). Additional information and requirements regarding protests are set forth in the District's Rules of Procedure, which are available from the District Manager.

MONTECITO
COMMUNITY DEVELOPMENT DISTRICT

DISTRICT ENGINEER PROPOSALS

COMPETITIVE SELECTION CRITERIA

1) Ability and Adequacy of Professional Personnel (Weight: 25 Points)

Consider the capabilities and experience of key personnel within the firm including certification, training, and education; affiliations and memberships with professional organizations; etc.

2) Consultant's Past Performance (Weight: 25 Points)

Past performance for other Community Development Districts in other contracts; amount of experience on similar projects; character, integrity, reputation, of respondent; etc.

3) Geographic Location (Weight: 20 Points)

Consider the geographic location of the firm's headquarters, offices and personnel in relation to the project.

4) Willingness to Meet Time and Budget Requirements (Weight: 15 Points)

Consider the consultant's ability and desire to meet time and budget requirements including rates, staffing levels and past performance on previous projects; etc.

5) Certified Minority Business Enterprise (Weight: 5 Points)

Consider whether the firm is a Certified Minority Business Enterprise. Award either all eligible points or none.

6) Recent, Current and Projected Workloads (Weight: 5 Points)

Consider the recent, current and projected workloads of the firm.

7) Volume of Work Previously Awarded to Consultant by District (Weight: 5 Points)

Consider the desire to diversify the firms that receive work from the District; etc.

SECTION ii

Florida Reserve Study and Appraisal, Inc.
12407 N. Florida Avenue
Tampa, FL 33612
Phone: 813.932.1588
Fax: 813.388.4189
www.reservestudyfl.com

Funding Reserve Analysis

for

Montecito CDD

June 30, 2023

Funding Reserve Analysis

for

Montecito CDD

Table of Contents

Florida Reserve Study and Appraisal, Inc.
12407 N. Florida Avenue
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June 30, 2023

Montecito CDD
208 Montecito Drive
Satellite Beach, Florida 32937

Board of Supervisors,

We are pleased to present to Montecito CDD the requested Reserve Funding study. We believe that you will find the attached study to be thorough and complete. After you have had an opportunity to review the report you may have questions. Please do not hesitate to write or call, we would be pleased to answer any questions you may have.

Project Description
Montecito Community Development District ("Montecito CDD or "District") is an independent taxing District created and existing under Chapter 190 of the Florida Statutes. Montecito CDD was established in 2005 according to Brevard County Official Records. The District is derived from owners who reside in Montecito Subdivision, in its various phases. The housing composition is 126 single family homes and 293 townhome units. Construction in the community occurred from 2005-2021. Central to the District is the amenity center, which was built in 2006-2007. There is also a pool area and a playground. The District also maintains the ponds, stormwater drainage, roads, and the entry areas. The community is located in Satellite Beach, Brevard County, Florida.

Date of Physical Inspection
The subject property was physically inspected on June 9, 2023 by Steven Swartz. Paul Gallizzi has previously inspected the property.

Study Start and Study End
This Reserve Study encompasses the 2023-2024 fiscal year plus 30 years. The Study Start Date is October 1, 2023 and the study ends on September 30, 2054.

Governing Documents
A review was made of aerials and subdivision plats for the subject property.

Depth of Study

Reserve Study Update with Field Inspection. A field inspection was made to verify the existing condition of the various reserve study components, their physical condition, and to verify component quantities. In place testing, laboratory testing, and non-destructive testing of the reserve study components were not performed. Field measurements of component quantities were made to either verify improvement plan take offs or determine directly the quantities of various components. Photographs were taken of the site improvements.

Summary of Financial Assumptions

The below table contains a partial summary of information provided by Montecito CDD for the Montecito CDD funding study. For the purpose of this report, an annual operating budget was set to $0, as this report focuses only on reserve items.

Fiscal Calendar Year Begins	*October 1*
Reserve Study by Fiscal Calendar Year Starting	*October 1, 2023*
Funding Study Length	*30 Years*
Number of Assessment Paying Owners	*419*
Reserve Balance as of October 1, 2023[1]	*$ 446,119*
Annual Inflation Rate	*2.75%*
Tax Rate on Reserve Interest	*0.00%*
Minimum Reserve Account Balance	*$ 0*
Assessment Change Period	*1 Year*
Annual Operating Budget	*$ 0*

[1] *See "Financial Condition of District" in this report.*

Recommended Payment Schedule

The below table contains the recommended schedule of payments for the next six years. The projected life expectancy of the major components and the funding needs of the reserves of the District are based upon the District performing appropriate routine and preventative maintenance for each major component. Failure to perform such maintenance can negatively impact the remaining useful life of the major components and can dramatically increase the funding needs of the reserves of the District.

Proposed Assessments

Fiscal Calendar Year	Owner Average Reserve Assessment	District Annual Reserve Assessment	Proposed Reserve Balance
2024	$ 298	$ 125,000	$ 379,301
2025	$ 416	$ 174,264	$ 558,159
2026	$ 427	$ 179,056	$ 701,270
2027	$ 439	$ 183,980	$ 876,016
2028	$ 451	$ 189,040	$ 916,958
2029	$ 464	$ 194,238	$ 964,311

* Annual Reserve Payments have been manually modified.

Payments have been modified to smooth payments over time.

Fiscal Year beginning October 1, 2023

Reserve Study Assumptions

- Cost estimates and financial information are accurate and current.
- No unforeseen circumstances will cause a significant reduction of reserves.
- Sufficient comprehensive property insurance exists to protect from insurable risks.
- The District plans to continue to maintain the existing common areas and amenities.
- Reserve payments occur at the end of every calendar month.
- Expenses occur throughout the year, as services are provided.

Impact of Component Life

The projected life expectancy of the major components and the reserve funding needs of the District are closely tied. Performing the appropriate routine maintenance for each major component generally increases the component useful life, effectively moving the component expense into the future which reduces the reserve funding payments of the District. Failure to perform such maintenance can shorten the remaining useful life of the major components, bringing the replacement expense closer to the present which increases the reserve funding payments of the District. Also, some reserves items may have the phrase maintenance after it. These reserve items are something that would not be fully replaced at one time, but a small portion may have to be replaced periodically.

Inflation Estimate

Inflation has been estimated at 2.75 percent over the course of the study.

Initial Reserves

Through April 30, 2023, there was $446,119 set aside for reserves. The projected reserve balance on October 1, 2023 will be $446,119. These numbers were obtained from the District on the official April 2023 balance sheet and the FY 2022-2023 budget. October 1, 2023 starts the next fiscal year. September 30, 2024 marks the end of the fiscal year.

Financial Condition of District

It should be noted that the FY 2023-2024 budget has been set by the CDD and $125,000 has been allocated towards reserves. This breaks down to an average of $298.33 per unit, across all units. For townhomes, the reserve assessment per unit would be $271.15. For single family homes, the reserve assessment per unit would be $361.53.

The pooled method reserve projections estimate $174,269 in total reserve funding for fiscal year 2024-2025. This breaks down to an average of $415.90 per unit, across all units. For townhomes, the reserve assessment per unit would be $378.01. For single family homes, the reserve assessment per unit would be $504.02.

At the current time, the District is considered to be 41 percent funded. The higher the percent funded, the more likely a District is to avoid a special assessment.

The following are general measures to the health of a District based on the percent funding model: 0-

30% funded:	poorly funded
30-70% funded:	fairly funded
70-100% funded:	well funded
100+% funded:	very well funded

Special Assessments

No reserve items will require special assessments if the funding schedule is followed. However, funding less than the suggested amounts will likely result in special assessments or for the replacement of an item to be delayed.

Reserve Funding Goal

The reserve fund is set to be as close to Fully Funded as possible on an annual basis.

Study Method

Funding studies may be done in several ways, but we believe that the value of a funding study lies in the details. "Bulk" studies are quick, usually inexpensive, and almost always border on worthless. We believe that meaningful answers to funding studies lie in the details. This approach is pragmatic, and allows human judgment and experience to enter into the equation.

Unless noted otherwise, the present cost of every reserve item in this report has been estimated using the "National Construction Estimator", a nationally recognized standard, and modified by an area cost adjustment factor. Where possible, known costs have been used. In addition, every reserve item has been given an estimated remaining useful life, an estimated useful life when new, and has been cast into the future to determine the inflated cost.

Equal annual payments are calculated for each reserve item based upon a payment starting year and a payment ending year using the end of period payment method. Interest earned on accumulated reserve funds and taxes on the reserve interest are also calculated. Initial reserve funds are consumed as expenses occur until fully depleted, reducing annual reserve payments to a minimum. As you review this report, we are certain that you will appreciate the level of detail provided, allowing you to review each reserve item in detail.

Summary of Findings

We have estimated future projected expenses for Montecito CDD based upon preservation of existing improvements. The attached funding study is limited in scope to those expense items listed in the attached "Montecito CDD Reserve Study Expense Items". Expense items which have an expected life of more than 30 Years are not included in this reserve study unless payment for these long lived items overlaps the 30 Years reserve study envelope.

Of primary concern is the preservation of a positive funding balance with funds sufficient to meet projected expenses throughout the study life. Based upon the attached funding study, it is our professional opinion that assessments as shown in the attached "Montecito CDD Assessment Summary" will realize this goal. Some reserve items in the "Revenue Summary Table" may not contain payments. In this analysis the initial reserves were used to make annual payments for expense items in their order of occurrence until the initial reserve was consumed. As a result reserve items without payments may be expected, particularly in the first few years of the funding study. Montecito CDD represents and warrants that the information provided to us, including but not limited to that information contained in the attached Reserve Study Information Summary, that the maintenance records are complete and accurate, and that we may rely upon such information and documents without further verification or corroboration. Where the age of a particular Reserve Item (as listed in the Reserve Study) is unknown, Montecito CDD shall provide to us Montecito CDD's best-estimated age of that item. If Montecito CDD is unable to provide an estimate of a Reserve Item's age, we shall make our own estimate of age of the Reserve Item. The Reserve Study is created for the District's use, and is a reflection of information provided to us. This information is not for the purpose of performing an audit, historical records, quality or forensic analyses. Any on-site inspection is not considered to be a project audit or quality inspection. The actual or projected total presented in the reserve study is based upon information provided and was not audited.

Percent Funded

Many reserve studies use the concept of "Percent Funded" to measure the reserve account balance against a theoretically perfect value. Percent Funded is often used as a measure of the "Financial Health" of a District. The assumption is, the higher the percentage, the greater the "Financial Health". We believe the basic premise of "Fully Funded" is sound, but we also believe that the validity of the Fully Funded value must be used with caution.

To answer the question of what amount of percent funded is enough, some understanding of Percent

Funded is required. Fully Funded is the sum of the depreciation of all the components by year. To get the Percent Funded, divide the year end reserve balance by the Fully Funded value and multiply by 100 to get a percentage. The concept of Fully Funded is useful when the reserve study is comprehensive, but misleading when the reserve study is superficial or constrained. As a result, we recommend that the statement "Percent Funded" be used with caution.

Keeping Your Reserve Study Current

We believe that funding studies are an essential part of property management. People and property are constantly changing and evolving. As a result, the useful life of a funding study is at best a few years, and certainly not more than five years. This reserve study should be updated:

- At least once every few years
- At changes in the number of assessment paying owners
- Before starting new improvements
- Before making changes to the property
- After a flood or fire
- After the change of ownership or management
- After Annexation or Incorporation

Items Beyond the Scope of this Report

- Building or land appraisals for any purpose.
- State or local zoning ordinance violations.
- Building code violations.
- Soils conditions, soils contamination or geological stability of site.
- Engineering analysis or structural stability of site.
- Air quality, asbestos, electromagnetic radiation, formaldehyde, lead, mercury, radon, water quality or other environmental hazards.
- Invasions by pests, termites and any or all other destroying organisms, insects, birds, bats or animals to buildings or site. This study is not a pest inspection.
- Adequacy or efficiency of any system or component on site.
- Specifically excluded reserve items.
- Septic systems and septic tanks.
- Buried or concealed portions of swimming pools, pool liners, Jacuzzis and spas or similar items.
- Items concealed by signs, carpets or other things are also excluded from this study.
- Missing or omitted information supplied by the Montecito CDD for the purposes of reserve study preparation.
- Hidden improvements such as sewer lines, water lines, irrigation lines or other buried or concealed items.

Paving Notes

Asphalt paved roads and parking areas have a varying expected life from approximately 15 years to 30 years. It is typical to assume an expected life of 25 years in the subject community. In the subject community, the roads in the original phases are in average condition. The roads in Phase 2C are in good condition. As roads age, this physical condition can be evaluated and the expected remaining life of the roads can be re-evaluated.

Pond Banks Notes

Drainage ponds require routine and non-routine maintenance. Routine maintenance includes mowing debris removal and catch basin cleaning. Mowing on a regular basis enhances the aesthetics of the area as well as helping to prevent erosion. Proper mowing of the banks helps the ground cover maintain a healthy root system, which minimizes erosion. Trash, debris, and litter removal reduces obstructions to inlets and outlets allow the storm water system to function as designed. Cleaning catch basins is also considered routine maintenance. For the purpose of this reserve study, the cost of routine maintenance is not a reserve item.

Non-routine maintenance is a reserve item. Non-routine maintenance includes bank erosion and stabilization, sediment removal, and structural repairs and replacement. From time to time, some of these ponds may encounter erosion of their banks and require repairs. All ponds react differently due to original construction, slope of the bank, soil or environmental conditions, and other factors.

In Montecito, there are 6 retention ponds for stormwater drainage. These ponds are estimated to have 6,344 linear feet of shoreline area and a total size of 9.03 acres. The shoreline length and total area of the ponds are shown below:

Pond	Shoreline	Total Area (Acres)
1	716'	0.81
2	1195'	1.57
3	1333'	1.84
4	680'	0.70
5	802'	0.69
6	1618'	3.43
Totals	6344'	9.03

It is not likely that all of the shoreline area will erode and need to be replaced. We have estimated that approximately 10 percent of the shoreline will erode and need refurbishment over a 10-year period. An erosion control reserve for repair of ponds is necessary for the proper upkeep in the District. This number can be adjusted in future reserve planning if necessary.

Playground Notes

The playground area at Montecito is original to the community. The playground equipment (plastic structure) is considered to be in fair condition and the steel within this equipment is showing some rust. It is recommended to replace the playground playstructure in the near future. The playground surface is comprised of a soft rubber base. This base is considered to be in fair condition and there were several spots of delamination and decay observed. It is recommended to replace this surface at the same time as the playstructure.

Sidewalk Notes

Most of the sidewalk has an indefinite life. However, certain small sections may need maintenance or to be replaced due to problems such as tree roots uprooting the sidewalk. It is our estimate that 5 percent of the cost new of the sidewalk be set aside over a 5-year period to reserve for these repairs. There is approximately 92,100 SF of sidewalk on the community grounds. The estimated replacement cost new is approximately $644,700, which would result in a sidewalk repair reserve of $32,200 over a 5-year period.

Irrigation Notes

The community has a complex irrigation pumping system consisting of 3 pumping stations, several controllers, and many zones. It is not likely that the District will replace the system at one time; rather they would make improvements and modernizations as necessary. Keeping up with irrigation is a continuous task. For the purpose of the report, we are allocating $30,000 every 4 years for upgrades and modernizations. It should be noted that the pump stations have been delineated separately.

Stormwater Drainage Notes

Montecito has 346 platted home sites . The drainage for the District is comprised of inlets, drainage pipes, and retention ponds.

The ponds have been constructed to engineering standards that include proper slopes and shore line stabilization which includes erosion protection and approved backfill materials such as soils with a high clay content covered within 2 inches of sand.

The entire residential area including all roads and open areas have a complete drainage system. Overall, there are 22 manholes, 1 control structure, 49 curb inlets, 14 mitered end sections, 3 ditch bottom inlets, 4 grate inlets, and 2 end walls. In addition, there is 12,120 feet of reinforced concrete piping ranging in size from a 15 inch diameter to a 36 inch diameter as well as 6,373 feet of reinforced concrete pipe ranging in size from a 15 inch diameter to a 36 inch diameter.

Montecito CDD Storm Water Pipes

Concrete:

Diameter	Length	Cost/LF	Amount

15"	300'	63.00	$ 20,160
18"	2413'	75.00	$180,975
24"	2235'	99.00	$221,265
30"	414'	123.00	$ 50,922
36"	1437'	147.00	$211,239

Other Drainage:

Curb Inlets	49@4500 =	$220,500
Grate Inlets	4@4000 =	$16,000
Control Structures	1@5000 =	$5,000
Manholes	16@3250 =	$52,000
Mitered End Sections	14@2000 =	$28,000
Ditch Bottom Inlets	3@4000 =	$12,000
End Walls	2@7000 =	$14,000
Grand Total		$1,032,061

In general, the drainage system including drainage structures and drainage pipes have a long lifespan. These improvements, however, may encounter problems from natural causes such as settlement or tree roots and man made causes such as excavations or poor original design or poor construction. It has therefore been deemed necessary to set up a reserve for repair and replacement of the CDD owned drainage improvements.

For the purpose of this reserve study, it is our opinion that five percent of the original system cost should be set aside for reserves over a five year period, which would result in a reserve over that time of $51,600. These reserves can also be used for deferred maintenance of the storm drainage system, as some minor problems may occur at various times. The amounts shown in this reserve study should be analyzed and adjusted in future reserve studies based upon actual CDD expenditures for such items.

Statement of Qualifications

Paul Gallizzi and Steven Swartz are professionals in the business of preparing reserve studies and insurance appraisals for community associations. We have provided detailed analysis of over 250,000 apartment, villa, townhome, and condominium units. We have prepared insurance appraisals and reserve studies for all types of community associations including high rise condominiums, mid-rise condominiums, garden-style condominiums, townhouse developments, single family homeowners associations, etc. We both hold engineering degrees from fully accredited universities. Paul Gallizzi is a State Certified General Real Estate Appraiser License Number RZ 110 and a State Certified General Contractor License Number CGC 019465. Steven Swartz is a designated Reserve Specialist, RS No.214, from the Community Associations Institute as well as a State Certified General Real Estate Appraiser License Number RZ 3479.

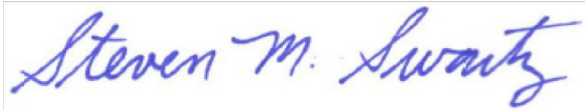
Conflict of Interest

As the preparers of this reserve study, we certify that we do not have any vested interests, financial interests, or other interests that would cause a conflict of interest in the preparation of this reserve study.

We would like to thank Montecito CDD for the opportunity to be of service in the preparation of the attached Funding Study. Again, please feel free to write or call at our letterhead address, if you have any questions.

Prepared by:

Paul Gallizzi



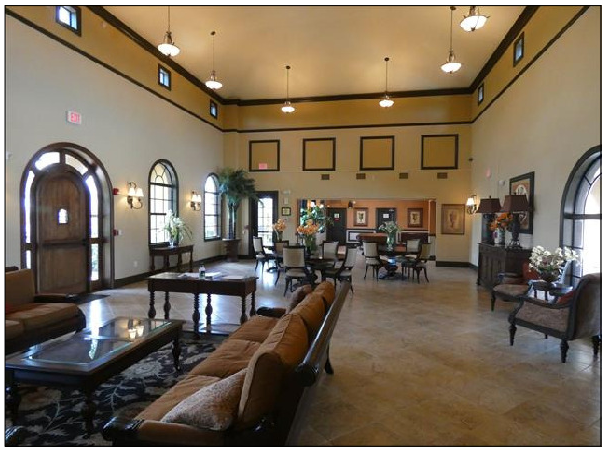
Steven M. Swartz, RS

Enclosures:

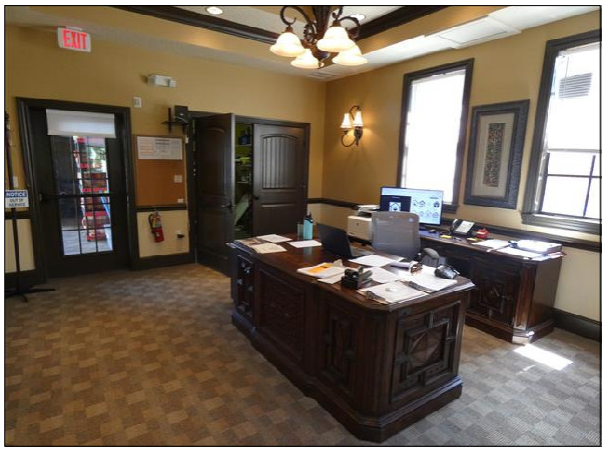
10 Pages of Photographs Attached

Clubhouse Front

Clubhouse Rear



Clubhouse Interior



Clubhouse Interior

Clubhouse HVAC

Security Camera System

Clubhouse Access System

Pool Restrooms

Exercise Restrooms

Restrooms Near Office

Clubhouse Kitchen

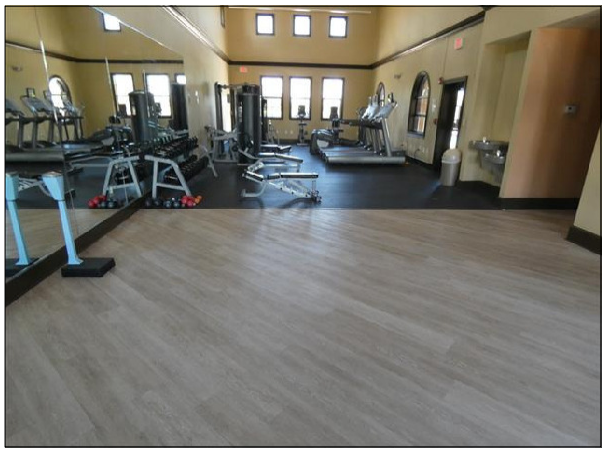
Clubhouse Coach Lights

Clubhouse Pool Table

Clubhouse Foosball Game

Clubhouse Exterior Paint

Clubhouse Roofing Tile



Wood Flooring

Rubber Exercise Flooring

Exercise Equipment

Clubhouse Parking Area

Palisades Dr Gates

Palisades Dr Gate Key Pad

Palisades Dr Gate Operators

Tortoise Dr Gates

Tortoise Dr Gate Key Pad

Tortoise Dr Gate Operator

Perimeter Wall

Perimeter Wall

Park Benches

Pump Station 1 Montecito Dr

Pump Station 1 Montecito Dr

Pump Station 2 Near Playground

Pump Station 3 Carlsbad Dr

Pump Station 3 Carlsbad Dr

Retaining Wall at Clubhouse

Stormwater Drainage Mitered End Section

Stormwater Drainage Control Structure

Stormwater Drainage Curb Inlet

Playground

Playground, Note Rust

Playground Fence

Playground Rubber Surface

Pond

Pond

Pond Fountains

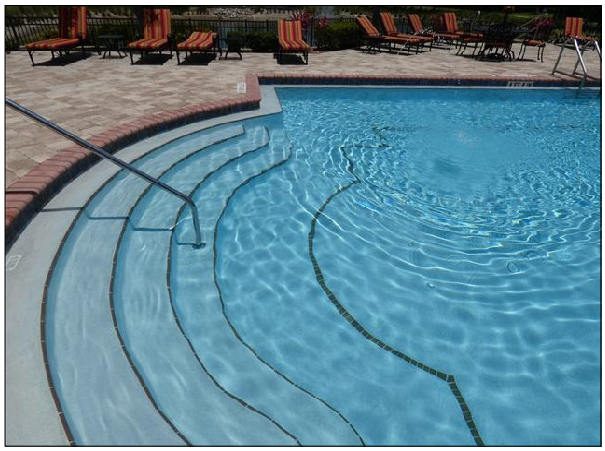
Pool Area

Pool Equipment

Pool Equipment Housing Boxes

Pool Furniture

Pool Lift



Pool Surface

Pool Pavers

Pool Fencing

Sidewalks

Street Pavers

Streets

Streets

Street Signs

Streets, Phase 2C

Montecito CDD Reserve Study Expense Item Summary

Reserve Items	Current Cost When New	Estimated Remaining Life	Expected Life When New	First Replacement Cost	Repeating Item?
Clubhouse					
HVAC 5.0 Ton Units	$ 42,000	5 Years	12 Years	$ 49,525	Yes
Clubhouse and Grounds 28 Camera Security System	$ 20,000	5 Years	10 Years	$ 23,583	Yes
Clubhouse Access Control System	$ 12,000	12 Years	15 Years	$ 17,150	Yes
Clubhouse Fire Safety Systems Modernization	$ 22,000	17 Years	20 Years	$ 36,071	Yes
Pool Restrooms Refurbishment	$ 12,000	7 Years	20 Years	$ 14,949	Yes
Exercise Restrooms	$ 12,000	7 Years	20 Years	$ 14,949	Yes
Restroom Near Office Refurbishment	$ 6,000	7 Years	20 Years	$ 7,475	Yes
Kitchen Cabinets	$ 23,000	14 Years	30 Years	$ 34,727	Yes
Kitchen Appliances and Stove	$ 5,000	4 Years	20 Years	$ 5,736	Yes
Outdoor Furniture Powder Coat	$ 2,100	5 Years	10 Years	$ 2,476	Yes
Outdoor Furniture Frames Replacement	$ 5,500	9 Years	25 Years	$ 7,239	Yes
Outdoor Furniture Lounge Pads	$ 1,500	3 Years	6 Years	$ 1,674	Yes
Exterior Coach Lights	$ 3,750	0 Years	10 Years	$ 3,854	Yes
Interior Furniture	$ 13,000	4 Years	20 Years	$ 14,914	Yes
Pool Table	$ 6,000	4 Years	20 Years	$ 6,883	Yes
Foosbol Game	$ 2,200	4 Years	20 Years	$ 2,524	Yes
Interior Paint	$ 25,885	0 Years	12 Years	$ 26,606	Yes
Exterior Paint	$ 13,485	0 Years	8 Years	$ 13,860	Yes
Roofing Tile	$ 159,840	14 Years	30 Years	$ 241,339	Yes
Roof Flat	$ 13,000	14 Years	15 Years	$ 19,628	Yes
Rubber Exercise Flooring	$ 5,805	8 Years	12 Years	$ 7,433	Yes
Carpet	$ 3,114	3 Years	18 Years	$ 3,476	Yes
Wood Flooring	$ 6,188	14 Years	30 Years	$ 9,343	Yes
Cardio Equipment	$ 37,400	0 Years	12 Years	$ 38,442	Yes
Weight Machines	$ 20,500	4 Years	20 Years	$ 23,518	Yes
Water Heater	$ 1,400	9 Years	25 Years	$ 1,843	Yes
Paver Sidewalk Repair Allowance	$ 1,500	3 Years	5 Years	$ 1,674	Yes
Storage Shed	$ 4,000	16 Years	20 Years	$ 6,381	Yes
Clubhouse Parking Lot					

Montecito CDD Funding Study Expense Item Summary - Continued

Reserve Items	Current Cost When New	Estimated Remaining Life	Expected Life When New	First Replacement Cost	Repeating Item?
Paving Asphalt Mill and Overlay	$ 27,486	4 Years	20 Years	$ 31,533	Yes
Grounds					
Palisades Dr and Montecito Dr Gates	$ 18,000	9 Years	25 Years	$ 23,690	Yes
Palisades Dr and Montecito Dr Gate Key Pad	$ 3,000	8 Years	15 Years	$ 3,841	Yes
Palisades Dr and Montecito Dr Gate Operators	$ 18,400	8 Years	15 Years	$ 23,560	Yes
Palisades Dr and Montecito Dr Pedestrian Gates	$ 3,000	0 Years	15 Years	$ 3,084	Yes
Palisades Dr Entry Monuments Refurbishment	$ 10,000	9 Years	25 Years	$ 13,161	Yes
Tortoise Dr and Mission Bay Dr Gates	$ 18,000	9 Years	25 Years	$ 23,690	Yes
Tortoise Dr and Mission Bay Dr Gate Key Pad	$ 3,000	8 Years	15 Years	$ 3,841	Yes
Tortoise Dr and Mission Bay Dr Gate Operators	$ 18,400	8 Years	15 Years	$ 23,560	Yes
Tortoise Dr and Mission Bay Dr Pedestrian Gates	$ 3,000	0 Years	15 Years	$ 3,084	Yes
Tortoise Dr Entry Monuments Refurbishment	$ 10,000	9 Years	25 Years	$ 13,161	Yes
Paint and Repair Perimeter Wall	$ 85,800	6 Years	10 Years	$ 103,990	Yes
Park Benches	$ 11,000	12 Years	15 Years	$ 15,721	Yes
Street Light LED Bulbs	$ 15,000	8 Years	15 Years	$ 19,207	Yes
Pump Station 1 Montecito Dr	$ 98,300	16 Years	20 Years	$ 156,803	Yes
Pump Station 2 Near Playground	$ 77,500	16 Years	20 Years	$ 123,624	Yes
Pump Station 3 Carlsbad Dr	$ 77,500	15 Years	20 Years	$ 120,274	Yes
Irrigation Upgrades and Modernizations	$ 30,000	2 Years	4 Years	$ 32,577	Yes
Chain Link Fencing at Pump Stations	$ 9,000	16 Years	20 Years	$ 14,356	Yes
Retaining Wall and Seawall Near Clubhouse	$ 31,080	14 Years	30 Years	$ 46,927	Yes

Montecito CDD Funding Study Expense Item Summary - Continued

Reserve Items	Current Cost When New	Estimated Remaining Life	Expected Life When New	First Replacement Cost	Repeating Item?
Stormwater Drainage Repair Allowance	$ 51,600	4 Years	5 Years	$ 59,197	Yes
Playground Area					
Playground Equipment Replace	$ 75,000	0 Years	15 Years	$ 77,089	Yes
Playground Fencing Aluminum	$ 9,450	9 Years	25 Years	$ 12,437	Yes
Rubber Surface	$ 30,000	0 Years	15 Years	$ 30,835	Yes
Ponds					
Pond Bank Erosion Control	$ 38,100	5 Years	10 Years	$ 44,926	Yes
Pond Fountains	$ 45,000	6 Years	10 Years	$ 54,540	Yes
Pool Area					
Pool Equipment Allowance	$ 10,200	4 Years	7 Years	$ 11,702	Yes
Pool Area Equipment Housing Boxes	$ 15,000	9 Years	25 Years	$ 19,742	Yes
Pool Furniture Powder Coat	$ 16,000	5 Years	10 Years	$ 18,867	Yes
Pool Furniture Frames Replacement	$ 40,000	9 Years	25 Years	$ 52,645	Yes
Pool Furniture Lounge Pads	$ 9,000	2 Years	6 Years	$ 9,773	Yes
Pool Lift	$ 9,200	3 Years	15 Years	$ 10,268	Yes
Pool Shower	$ 1,500	4 Years	20 Years	$ 1,721	Yes
Pole Lights	$ 4,800	9 Years	25 Years	$ 6,317	Yes
Pool Resurface	$ 44,416	9 Years	12 Years	$ 58,457	Yes
Pool Area Pavers	$ 58,800	14 Years	30 Years	$ 88,781	Yes
Pool Area Fencing 5' Aluminum	$ 11,250	9 Years	25 Years	$ 14,806	Yes
Sidewalks					
Sidewalk Repair Allowance	$ 14,900	5 Years	5 Years	$ 17,570	Yes
Streets					
Pavers at Entrance	$ 86,560	9 Years	25 Years	$ 113,923	Yes
Pavers at Parking Areas on Streets Original Phases	$ 70,840	16 Years	25 Years	$ 113,000	Yes
Paving 1 Inch Asphalt Mill and Overlay Original Phases	$ 286,048	9 Years	25 Years	$ 376,473	Yes
Street Signs	$ 14,700	14 Years	20 Years	$ 22,195	Yes

Montecito CDD Funding Study Expense Item Summary - Continued

Reserve Items	Current Cost When New	Estimated Remaining Life	Expected Life When New	First Replacement Cost	Repeating Item?
Paving 1 Inch Asphalt Mill and Overlay Phase 2C	$ 131,989	19 Years	25 Years	$ 228,626	Yes
Pavers at Parking Areas on Streets Phase 2C	$ 40,000	19 Years	25 Years	$ 69,287	Yes

Months Remaining in Fiscal Calendar Year 2024: 12

Expected annual inflation: 2.75%

Interest earned on reserve funds: 1.00%

Initial Reserve: $ 446,119

Montecito CDD Reserve Study Expense Item Listing

Reserve Items	Unit Cost	No Units	Current Cost When New	Estimated Remaining Life	Expected Life When New	Fiscal Calendar Year	Estimated Future Cost
Clubhouse							
HVAC 5.0 Ton Units	$ 10,500 ea	4	$ 42,000	5 Years 12 Years	12 Years	2029 2041 2053	$ 49,525 $ 68,862 $ 95,749
Clubhouse and Grounds 28 Camera Security System	$ 20,000 / total	1 total	$ 20,000	5 Years 10 Years	10 Years	2029 2039 2049 2059	$ 23,583 $ 31,039 $ 40,850 $ 53,764
Clubhouse Access Control System	$ 12,000 / total	1 total	$ 12,000	12 Years 15 Years	15 Years	2036 2051 2066	$ 17,150 $ 25,894 $ 39,097
Clubhouse Fire Safety Systems Modernization	$ 22,000 / total	1 total	$ 22,000	17 Years 20 Years	20 Years	2041 2061	$ 36,071 $ 62,480
Pool Restrooms Refurbishment	$ 6,000 ea	2	$ 12,000	7 Years 20 Years	20 Years	2031 2051 2071	$ 14,949 $ 25,894 $ 44,853
Exercise Restrooms	$ 6,000 ea	2	$ 12,000	7 Years 20 Years	20 Years	2031 2051 2071	$ 14,949 $ 25,894 $ 44,853
Restroom Near Office Refurbishment	$ 6,000 ea	1	$ 6,000	7 Years 20 Years	20 Years	2031 2051 2071	$ 7,475 $ 12,947 $ 22,427
Kitchen Cabinets	$ 23,000 / total	1 total	$ 23,000	14 Years 30 Years	30 Years	2038 2068	$ 34,727 $ 79,168
Kitchen Appliances and Stove	$ 5,000 / total	1 total	$ 5,000	4 Years 20 Years	20 Years	2028 2048 2068	$ 5,736 $ 9,936 $ 17,211
Outdoor Furniture Powder Coat	$ 2,100 / total	1 total	$ 2,100	5 Years 10 Years	10 Years	2029 2039 2049 2059	$ 2,476 $ 3,259 $ 4,289 $ 5,645

Montecito CDD Reserve Study Expense Item Listing - Continued

Reserve Items	Unit Cost	No Units	Current Cost When New	Estimated Remaining Life	Expected Life When New	Fiscal Calendar Year	Estimated Future Cost
Outdoor Furniture Frames Replacement	$ 5,500 / total	1 total	$ 5,500	9 Years 25 Years	25 Years	2033 2058	$ 7,239 $ 14,384
Outdoor Furniture Lounge Pads	$ 1,500 / total	1 total	$ 1,500	3 Years 6 Years	6 Years	2027 2033 2039 2045 2051 2057	$ 1,674 $ 1,974 $ 2,328 $ 2,745 $ 3,237 $ 3,817
Exterior Coach Lights	$ 150 ea	25	$ 3,750	0 Years 10 Years	10 Years	2024 2034 2044 2054	$ 3,854 $ 5,073 $ 6,677 $ 8,787
Interior Furniture	$ 13,000 / total	1 total	$ 13,000	4 Years 20 Years	20 Years	2028 2048 2068	$ 14,914 $ 25,833 $ 44,747
Pool Table	$ 6,000 ea	1	$ 6,000	4 Years 20 Years	20 Years	2028 2048 2068	$ 6,883 $ 11,923 $ 20,653
Foosbol Game	$ 2,200 ea	1	$ 2,200	4 Years 20 Years	20 Years	2028 2048 2068	$ 2,524 $ 4,372 $ 7,573
Interior Paint	$ 1.60 / sf	16178 sf	$ 25,885	0 Years 12 Years	12 Years	2024 2036 2048 2060	$ 26,606 $ 36,994 $ 51,438 $ 71,521
Exterior Paint	$ 1.60 / sf	8428 sf	$ 13,485	0 Years 8 Years	8 Years	2024 2032 2040 2048	$ 13,860 $ 17,267 $ 21,510 $ 26,797

Montecito CDD Reserve Study Expense Item Listing - Continued

Reserve Items	Unit Cost	No Units	Current Cost When New	Estimated Remaining Life	Expected Life When New	Fiscal Calendar Year	Estimated Future Cost
Exterior Paint	$ 1.60 / sf	8428 sf	$ 13,485	8 Years	8 Years	2056	$ 33,382
Roofing Tile	$ 18.50 / sf	8640 sf	$ 159,840	14 Years 30 Years	30 Years	2038 2068	$ 241,339 $ 550,187
Roof Flat	$ 13.80 / sf	942 sf	$ 13,000	14 Years 15 Years	15 Years	2038 2053	$ 19,628 $ 29,636
Rubber Exercise Flooring	$ 9.00 / sf	645 sf	$ 5,805	8 Years 12 Years	12 Years	2032 2044 2056	$ 7,433 $ 10,335 $ 14,371
Carpet	$ 6.00 / sf	519 sf	$ 3,114	3 Years 18 Years	18 Years	2027 2045 2063	$ 3,476 $ 5,699 $ 9,343
Wood Flooring	$ 14.00 / sf	442 sf	$ 6,188	14 Years 30 Years	30 Years	2038 2068	$ 9,343 $ 21,300
Cardio Equipment	$ 37,400 / total	1 total	$ 37,400	0 Years 12 Years	12 Years	2024 2036 2048 2060	$ 38,442 $ 53,451 $ 74,320 $ 103,338
Weight Machines	$ 20,500 / total	1 total	$ 20,500	4 Years 20 Years	20 Years	2028 2048 2068	$ 23,518 $ 40,737 $ 70,563
Water Heater	$ 1,400 ea	1	$ 1,400	9 Years 25 Years	25 Years	2033 2058	$ 1,843 $ 3,661
Paver Sidewalk Repair Allowance	$ 1,500 ea	1	$ 1,500	3 Years 5 Years	5 Years	2027 2032 2037 2042 2047 2052 2057	$ 1,674 $ 1,921 $ 2,203 $ 2,528 $ 2,900 $ 3,327 $ 3,817
Storage Shed	$ 4,000 ea	1	$ 4,000	16 Years	20 Years	2040	$ 6,381

Montecito CDD Reserve Study Expense Item Listing - Continued

Reserve Items	Unit Cost	No Units	Current Cost When New	Estimated Remaining Life	Expected Life When New	Fiscal Calendar Year	Estimated Future Cost
Storage Shed	$ 4,000 ea	1	$ 4,000	20 Years	20 Years	2060	$ 11,052
Clubhouse Parking Lot							
Paving Asphalt Mill and Overlay	$ 2.00 / sf	13743 sf	$ 27,486	4 Years 20 Years	20 Years	2028 2048 2068	$ 31,533 $ 54,619 $ 94,610
Grounds							
Palisades Dr and Montecito Dr Gates	$ 4,500 ea	4	$ 18,000	9 Years 25 Years	25 Years	2033 2058	$ 23,690 $ 47,076
Palisades Dr and Montecito Dr Gate Key Pad	$ 3,000 ea	1	$ 3,000	8 Years 15 Years	15 Years	2032 2047 2062	$ 3,841 $ 5,800 $ 8,757
Palisades Dr and Montecito Dr Gate Operators	$ 4,600 ea	4	$ 18,400	8 Years 15 Years	15 Years	2032 2047 2062	$ 23,560 $ 35,573 $ 53,711
Palisades Dr and Montecito Dr Pedestrian Gates	$ 1,500 ea	2	$ 3,000	0 Years 15 Years	15 Years	2024 2039 2054	$ 3,084 $ 4,656 $ 7,030
Palisades Dr Entry Monuments Refurbishment	$ 5,000 ea	2	$ 10,000	9 Years 25 Years	25 Years	2033 2058	$ 13,161 $ 26,154
Tortoise Dr and Mission Bay Dr Gates	$ 4,500 ea	4	$ 18,000	9 Years 25 Years	25 Years	2033 2058	$ 23,690 $ 47,076
Tortoise Dr and Mission Bay Dr Gate Key Pad	$ 3,000 ea	1	$ 3,000	8 Years 15 Years	15 Years	2032 2047 2062	$ 3,841 $ 5,800 $ 8,757
Tortoise Dr	$ 4,600 ea	4	$ 18,400	8 Years	15 Years	2032	$ 23,560

Montecito CDD Reserve Study Expense Item Listing - Continued

Reserve Items	Unit Cost	No Units	Current Cost When New	Estimated Remaining Life	Expected Life When New	Fiscal Calendar Year	Estimated Future Cost
Tortoise Dr and Mission Bay Dr Gate	$ 4,600 ea	4	$ 18,400	15 Years	15 Years	2047 2062	$ 35,573 $ 53,711
Tortoise Dr and Mission Bay Dr Pedestrian Gates	$ 1,500 ea	2	$ 3,000	0 Years 15 Years	15 Years	2024 2039 2054	$ 3,084 $ 4,656 $ 7,030
Tortoise Dr Entry Monuments Refurbishment	$ 5,000 ea	2	$ 10,000	9 Years 25 Years	25 Years	2033 2058	$ 13,161 $ 26,154
Paint and Repair Perimeter Wall	$ 15.00 / lf	5720 lf	$ 85,800	6 Years 10 Years	10 Years	2030 2040 2050 2060	$ 103,990 $ 136,864 $ 180,128 $ 237,070
Park Benches	$ 1,000 ea	11	$ 11,000	12 Years 15 Years	15 Years	2036 2051 2066	$ 15,721 $ 23,737 $ 35,839
Street Light LED Bulbs	$ 300 ea	50	$ 15,000	8 Years 15 Years	15 Years	2032 2047 2062	$ 19,207 $ 29,000 $ 43,786
Pump Station 1 Montecito Dr	$ 98,300 ea	1	$ 98,300	16 Years 20 Years	20 Years	2040 2060	$ 156,803 $ 271,608
Pump Station 2 Near Playground	$ 77,500 ea	1	$ 77,500	16 Years 20 Years	20 Years	2040 2060	$ 123,624 $ 214,137
Pump Station 3 Carlsbad Dr	$ 77,500 ea	1	$ 77,500	15 Years 20 Years	20 Years	2039 2059	$ 120,274 $ 208,335
Irrigation Upgrades and Modernizations	$ 30,000 / total	1 total	$ 30,000	2 Years 4 Years	4 Years	2026 2030 2034 2038	$ 32,577 $ 36,360 $ 40,583 $ 45,296

Montecito CDD Reserve Study Expense Item Listing - Continued

Reserve Items	Unit Cost	No Units	Current Cost When New	Estimated Remaining Life	Expected Life When New	Fiscal Calendar Year	Estimated Future Cost
Irrigation Upgrades and Modernizations	$ 30,000 / total	1 total	$ 30,000	4 Years	4 Years	2042 2046 2050 2054	$ 50,557 $ 56,428 $ 62,982 $ 70,297
Chain Link Fencing at Pump Stations	$ 3,000 ea	3	$ 9,000	16 Years 20 Years	20 Years	2040 2060	$ 14,356 $ 24,867
Retaining Wall and Seawall Near Clubhouse	$ 30.00 / sf	1036 sf	$ 31,080	14 Years 30 Years	30 Years	2038 2068	$ 46,927 $ 106,981
Stormwater Drainage Repair Allowance	$ 51,600 / total	1 total	$ 51,600	4 Years 5 Years	5 Years	2028 2033 2038 2043 2048 2053	$ 59,197 $ 67,912 $ 77,910 $ 89,380 $ 102,538 $ 117,634
Playground Area							
Playground Equipment Replace	$ 75,000 / total	1 total	$ 75,000	0 Years 15 Years	15 Years	2024 2039 2054	$ 77,089 $ 116,394 $ 175,741
Playground Fencing Aluminum	$ 45.00 / lf	210 lf	$ 9,450	9 Years 25 Years	25 Years	2033 2058	$ 12,437 $ 24,715
Rubber Surface	$ 12.50 / sf	2400 sf	$ 30,000	0 Years 15 Years	15 Years	2024 2039 2054	$ 30,835 $ 46,558 $ 70,297
Ponds							
Pond Bank Erosion Control	$ 38,100 / total	1 total	$ 38,100	5 Years 10 Years	10 Years	2029 2039 2049	$ 44,926 $ 59,128 $ 77,820

Montecito CDD Reserve Study Expense Item Listing - Continued

Reserve Items	Unit Cost	No Units	Current Cost When New	Estimated Remaining Life	Expected Life When New	Fiscal Calendar Year	Estimated Future Cost
Pond Bank	$ 38,100 / total	1 total	$ 38,100	10 Years	10 Years	2059	$ 102,420
Pond Fountains	$ 7,500 ea	6	$ 45,000	6 Years 10 Years	10 Years	2030 2040 2050 2060	$ 54,540 $ 71,782 $ 94,473 $ 124,337
Pool Area							
Pool Equipment Allowance	$ 10,200 / total	1 total	$ 10,200	4 Years 7 Years	7 Years	2028 2035 2042 2049 2056	$ 11,702 $ 14,183 $ 17,189 $ 20,834 $ 25,251
Pool Area Equipment Housing Boxes	$ 15,000 / total	1 total	$ 15,000	9 Years 25 Years	25 Years	2033 2058	$ 19,742 $ 39,230
Pool Furniture Powder Coat	$ 16,000 / total	1 total	$ 16,000	5 Years 10 Years	10 Years	2029 2039 2049 2059	$ 18,867 $ 24,831 $ 32,680 $ 43,011
Pool Furniture Frames Replacement	$ 40,000 / total	1 total	$ 40,000	9 Years 25 Years	25 Years	2033 2058	$ 52,645 $ 104,614
Pool Furniture Lounge Pads	$ 300 ea	30	$ 9,000	2 Years 6 Years	6 Years	2026 2032 2038 2044 2050 2056	$ 9,773 $ 11,524 $ 13,589 $ 16,024 $ 18,895 $ 22,280
Pool Lift	$ 9,200 ea	1	$ 9,200	3 Years 15 Years	15 Years	2027 2042 2057	$ 10,268 $ 15,504 $ 23,409

Montecito CDD Reserve Study Expense Item Listing - Continued

Reserve Items	Unit Cost	No Units	Current Cost When New	Estimated Remaining Life	Expected Life When New	Fiscal Calendar Year	Estimated Future Cost
Pool Shower	$ 1,500 ea	1	$ 1,500	4 Years 20 Years	20 Years	2028 2048 2068	$ 1,721 $ 2,981 $ 5,163
Pole Lights	$ 800 ea	6	$ 4,800	9 Years 25 Years	25 Years	2033 2058	$ 6,317 $ 12,554
Pool Resurface	$ 16.00 / sf	2776 sf	$ 44,416	9 Years 12 Years	12 Years	2033 2045 2057	$ 58,457 $ 81,281 $ 113,016
Pool Area Pavers	$ 10.50 / sf	5600 sf	$ 58,800	14 Years 30 Years	30 Years	2038 2068	$ 88,781 $ 202,396
Pool Area Fencing 5' Aluminum	$ 50.00 / lf	225 lf	$ 11,250	9 Years 25 Years	25 Years	2033 2058	$ 14,806 $ 29,423
Sidewalks							
Sidewalk Repair Allowance	$ 14,900 / total	1 total	$ 14,900	5 Years	5 Years	2029 2034 2039 2044 2049 2054	$ 17,570 $ 20,156 $ 23,124 $ 26,528 $ 30,433 $ 34,914
Streets							
Pavers at Entrance	$ 8.00 / sf	10820 sf	$ 86,560	9 Years 25 Years	25 Years	2033 2058	$ 113,923 $ 226,385
Pavers at Parking Areas on Streets Original Phases	$ 5.00 / sf	14168 sf	$ 70,840	16 Years 25 Years	25 Years	2040 2065	$ 113,000 $ 224,551
Paving 1 Inch Asphalt Mill and Overlay Original Phases	$ 1.75 / sf	163456 sf	$ 286,048	9 Years 25 Years	25 Years	2033 2058	$ 376,473 $ 748,116

Montecito CDD Reserve Study Expense Item Listing - Continued

Reserve Items	Unit Cost	No Units	Current Cost When New	Estimated Remaining Life	Expected Life When New	Fiscal Calendar Year	Estimated Future Cost
Street Signs	$ 350 ea	42	$ 14,700	14 Years 20 Years	20 Years	2038 2058	$ 22,195 $ 38,446
Paving 1 Inch Asphalt Mill and Overlay Phase 2C	$ 1.75 / sf	75422 sf	$ 131,989	19 Years 25 Years	25 Years	2043 2068	$ 228,626 $ 454,319
Pavers at Parking Areas on Streets Phase 2C	$ 8.00 / sf	5000 sf	$ 40,000	19 Years 25 Years	25 Years	2043 2068	$ 69,287 $ 137,684

Months Remaining in Fiscal Calendar Year 2024: 12

Expected annual inflation: 2.75% Interest earned on reserve funds: 1.00% Initial Reserve: $ 446,119

Present Costs

Category	Item Name	No Units	Unit Cost	Present Cost
Clubhouse	HVAC 5.0 Ton Units	4	$ 10,500.00 ea	$ 42,000.00
	Clubhouse and Grounds 28 Camera Security System	1 total	$ 20,000.00 / total	$ 20,000.00
	Clubhouse Access Control System	1 total	$ 12,000.00 / total	$ 12,000.00
	Clubhouse Fire Safety Systems Modernization	1 total	$ 22,000.00 / total	$ 22,000.00
	Pool Restrooms Refurbishment	2	$ 6,000.00 ea	$ 12,000.00
	Exercise Restrooms	2	$ 6,000.00 ea	$ 12,000.00
	Restroom Near Office Refurbishment	1	$ 6,000.00 ea	$ 6,000.00
	Kitchen Cabinets	1 total	$ 23,000.00 / total	$ 23,000.00
	Kitchen Appliances and Stove	1 total	$ 5,000.00 / total	$ 5,000.00
	Outdoor Furniture Powder Coat	1 total	$ 2,100.00 / total	$ 2,100.00
	Outdoor Furniture Frames Replacement	1 total	$ 5,500.00 / total	$ 5,500.00
	Outdoor Furniture Lounge Pads	1 total	$ 1,500.00 / total	$ 1,500.00
	Exterior Coach Lights	25	$ 150.00 ea	$ 3,750.00
	Interior Furniture	1 total	$ 13,000.00 / total	$ 13,000.00
	Pool Table	1	$ 6,000.00 ea	$ 6,000.00
	Foosbol Game	1	$ 2,200.00 ea	$ 2,200.00
	Interior Paint	16178 sf	$ 1.60 / sf	$ 25,884.80
	Exterior Paint	8428 sf	$ 1.60 / sf	$ 13,484.80
	Roofing Tile	8640 sf	$ 18.50 / sf	$ 159,840.00
	Roof Flat	942 sf	$ 13.80 / sf	$ 12,999.60
	Rubber Exercise Flooring	645 sf	$ 9.00 / sf	$ 5,805.00
	Carpet	519 sf	$ 6.00 / sf	$ 3,114.00
	Wood Flooring	442 sf	$ 14.00 / sf	$ 6,188.00
	Cardio Equipment	1 total	$ 37,400.00 / total	$ 37,400.00
	Weight Machines	1 total	$ 20,500.00 / total	$ 20,500.00
	Water Heater	1	$ 1,400.00 ea	$ 1,400.00
	Paver Sidewalk Repair Allowance	1	$ 1,500.00 ea	$ 1,500.00
	Storage Shed	1	$ 4,000.00 ea	$ 4,000.00
			Clubhouse Sub Total =	$ 480,166.20
Clubhouse Parking Lot	Paving Asphalt Mill and Overlay	13743 sf	$ 2.00 / sf	$ 27,486.00
Grounds	Palisades Dr and Montecito Dr Gates	4	$ 4,500.00 ea	$ 18,000.00

Present Costs - Continued

Category	Item Name	No Units	Unit Cost	Present Cost
Grounds	Palisades Dr and Montecito Dr Gate Key Pad	1	$ 3,000.00 ea	$ 3,000.00
	Palisades Dr and Montecito Dr Gate Operators	4	$ 4,600.00 ea	$ 18,400.00
	Palisades Dr and Montecito Dr Pedestrian Gates	2	$ 1,500.00 ea	$ 3,000.00
	Palisades Dr Entry Monuments Refurbishment	2	$ 5,000.00 ea	$ 10,000.00
	Tortoise Dr and Mission Bay Dr Gates	4	$ 4,500.00 ea	$ 18,000.00
	Tortoise Dr and Mission Bay Dr Gate Key Pad	1	$ 3,000.00 ea	$ 3,000.00
	Tortoise Dr and Mission Bay Dr Gate Operators	4	$ 4,600.00 ea	$ 18,400.00
	Tortoise Dr and Mission Bay Dr Pedestrian Gates	2	$ 1,500.00 ea	$ 3,000.00
	Tortoise Dr Entry Monuments Refurbishment	2	$ 5,000.00 ea	$ 10,000.00
	Paint and Repair Perimeter Wall	5720 lf	$ 15.00 / lf	$ 85,800.00
	Park Benches	11	$ 1,000.00 ea	$ 11,000.00
	Street Light LED Bulbs	50	$ 300.00 ea	$ 15,000.00
	Pump Station 1 Montecito Dr	1	$ 98,300.00 ea	$ 98,300.00
	Pump Station 2 Near Playground	1	$ 77,500.00 ea	$ 77,500.00
	Pump Station 3 Carlsbad Dr	1	$ 77,500.00 ea	$ 77,500.00
	Irrigation Upgrades and Modernizations	1 total	$ 30,000.00 / total	$ 30,000.00
	Chain Link Fencing at Pump Stations	3	$ 3,000.00 ea	$ 9,000.00
	Retaining Wall and Seawall Near Clubhouse	1036 sf	$ 30.00 / sf	$ 31,080.00
	Stormwater Drainage Repair Allowance	1 total	$ 51,600.00 / total	$ 51,600.00
			Grounds Sub Total =	$ 591,580.00
Playground Area	Playground Equipment Replace	1 total	$ 75,000.00 / total	$ 75,000.00
	Playground Fencing Aluminum	210 lf	$ 45.00 / lf	$ 9,450.00
	Rubber Surface	2400 sf	$ 12.50 / sf	$ 30,000.00
			Playground Area Sub Total =	$ 114,450.00
Ponds	Pond Bank Erosion Control	1 total	$ 38,100.00 / total	$ 38,100.00
	Pond Fountains	6	$ 7,500.00 ea	$ 45,000.00

Present Costs - Continued

Category	Item Name	No Units	Unit Cost	Present Cost
			Ponds Sub Total =	$ 83,100.00
Pool Area	Pool Equipment Allowance	1 total	$ 10,200.00 / total	$ 10,200.00
	Pool Area Equipment Housing Boxes	1 total	$ 15,000.00 / total	$ 15,000.00
	Pool Furniture Powder Coat	1 total	$ 16,000.00 / total	$ 16,000.00
	Pool Furniture Frames Replacement	1 total	$ 40,000.00 / total	$ 40,000.00
	Pool Furniture Lounge Pads	30	$ 300.00 ea	$ 9,000.00
	Pool Lift	1	$ 9,200.00 ea	$ 9,200.00
	Pool Shower	1	$ 1,500.00 ea	$ 1,500.00
	Pole Lights	6	$ 800.00 ea	$ 4,800.00
	Pool Resurface	2776 sf	$ 16.00 / sf	$ 44,416.00
	Pool Area Pavers	5600 sf	$ 10.50 / sf	$ 58,800.00
	Pool Area Fencing 5' Aluminum	225 lf	$ 50.00 / lf	$ 11,250.00
			Pool Area Sub Total =	$ 220,166.00
Sidewalks	Sidewalk Repair Allowance	1 total	$ 14,900.00 / total	$ 14,900.00
Streets	Pavers at Entrance	10820 sf	$ 8.00 / sf	$ 86,560.00
	Pavers at Parking Areas on Streets Original Phases	14168 sf	$ 5.00 / sf	$ 70,840.00
	Paving 1 Inch Asphalt Mill and Overlay Original Phases	163456 sf	$ 1.75 / sf	$ 286,048.00
	Street Signs	42	$ 350.00 ea	$ 14,700.00
	Paving 1 Inch Asphalt Mill and Overlay Phase 2C	75422 sf	$ 1.75 / sf	$ 131,988.50
	Pavers at Parking Areas on Streets Phase 2C	5000 sf	$ 8.00 / sf	$ 40,000.00
			Streets Sub Total =	$ 630,136.50
			Totals =	$ 2,161,984.70

Montecito CDD Funding Study Modified Cash Flow Analysis

Fiscal Calendar Year	Annual Assessment	Annual Interest	Annual Expenses	Net Reserve Funds	% Funded
2024	$ 125,000	$ 5,036	$ 196,853	$ 379,301	32.0%
2025	$ 174,264	$ 4,594		$ 558,159	48.6%
2026	$ 179,056	$ 6,405	$ 42,350	$ 701,270	53.3%
2027	$ 183,980	$ 7,858	$ 17,093	$ 876,016	60.4%
2028	$ 189,040	$ 9,629	$ 157,727	$ 916,958	56.7%
2029	$ 194,238	$ 10,062	$ 156,948	$ 964,311	58.3%
2030	$ 199,580	$ 10,560	$ 194,891	$ 979,560	57.8%
2031	$ 205,068	$ 10,738	$ 37,373	$ 1,157,994	67.8%
2032	$ 210,708	$ 12,548	$ 112,155	$ 1,269,095	67.3%
2033	$ 216,502	$ 13,686	$ 807,469	$ 691,814	34.7%
2034	$ 222,456	$ 7,941	$ 65,812	$ 856,399	61.1%
2035	$ 228,574	$ 9,615	$ 14,183	$ 1,080,404	69.4%
2036	$ 234,859	$ 11,883	$ 123,315	$ 1,203,832	67.8%
2037	$ 241,318	$ 13,147	$ 2,203	$ 1,456,094	76.9%
2038	$ 247,954	$ 15,701	$ 599,735	$ 1,120,014	52.2%
2039	$ 254,773	$ 12,371	$ 436,246	$ 950,912	52.9%
2040	$ 261,779	$ 10,712	$ 644,319	$ 579,084	35.9%
2041	$ 268,978	$ 7,027	$ 104,932	$ 750,157	61.8%
2042	$ 276,375	$ 8,772	$ 85,778	$ 949,526	69.5%
2043	$ 283,975	$ 10,800	$ 387,292	$ 857,010	55.3%
2044	$ 291,785	$ 9,911	$ 59,563	$ 1,099,142	76.7%
2045	$ 299,809	$ 12,369	$ 89,724	$ 1,321,596	79.7%
2046	$ 308,053	$ 14,632	$ 56,428	$ 1,587,853	85.1%
2047	$ 316,525	$ 17,333	$ 114,647	$ 1,807,065	85.3%
2048	$ 325,229	$ 19,565	$ 405,494	$ 1,746,365	75.0%
2049	$ 334,173	$ 19,000	$ 206,907	$ 1,892,631	84.1%
2050	$ 343,363	$ 20,504	$ 356,478	$ 1,900,021	79.7%
2051	$ 352,805	$ 20,622	$ 117,604	$ 2,155,845	90.8%
2052	$ 362,508	$ 23,225	$ 3,327	$ 2,538,250	97.0%
2053	$ 372,477	$ 27,094	$ 243,018	$ 2,694,803	90.0%
2054	$ 382,720	$ 28,707	$ 374,095	$ 2,732,135	87.9%
Totals :	**$ 8,087,925**	**$ 412,049**	**$ 6,213,958**		

[1] Cash Reserves minus Fully Funded Value

The cash distribution shown in this table applies to repair and replacement cash reserves only.

Basis of Funding Study - Modified Cash Flow

Cash reserves have been set to a minimum of $ 0

Cash Flow has been modified with the forced Fixed Payments.

Months Remaining in Fiscal Calendar Year 2024: 12 Inflation = 2.75 % Interest = 1.00 %

Study Life = 30 years Initial Reserve Funds = $ 446,119.00 Final Reserve Value = $ 2,732,134.89

Montecito CDD Modified Reserve Assessment Summary

Projected Average Reserve Assessment by Fiscal Calendar Year

Fiscal Calendar Year	Owner Average Annual Reserve Assessment	Annual Reserve Assessment
2024	$ 298.33	$ 125,000
2025	$ 415.90	$ 174,264
2026	$ 427.34	$ 179,056
2027	$ 439.09	$ 183,980
2028	$ 451.17	$ 189,040
2029	$ 463.58	$ 194,238
2030	$ 476.32	$ 199,580
2031	$ 489.42	$ 205,068
2032	$ 502.88	$ 210,708
2033	$ 516.71	$ 216,502
2034	$ 530.92	$ 222,456
2035	$ 545.52	$ 228,574
2036	$ 560.52	$ 234,859
2037	$ 575.94	$ 241,318
2038	$ 591.78	$ 247,954
2039	$ 608.05	$ 254,773
2040	$ 624.77	$ 261,779
2041	$ 641.95	$ 268,978
2042	$ 659.61	$ 276,375
2043	$ 677.75	$ 283,975
2044	$ 696.38	$ 291,785
2045	$ 715.53	$ 299,809
2046	$ 735.21	$ 308,053
2047	$ 755.43	$ 316,525
2048	$ 776.20	$ 325,229
2049	$ 797.55	$ 334,173
2050	$ 819.48	$ 343,363
2051	$ 842.02	$ 352,805
2052	$ 865.17	$ 362,508
2053	$ 888.97	$ 372,477
2054	$ 913.41	$ 382,720

Assessment Summary has been modified with forced Fixed Payments.
In the context of the Reserve Payment Summary, the "Annual Reserve Payment" corresponds with the "Annual Revenue" in the Cash Flow report.
Operations Payments Include an annual inflation factor of 2.75%
Number of Payment Months in Fiscal Calendar Year 2024: 12
Number of Years of Constant Payments: 1

Montecito CDD Funding Study Assessment Summary by Fiscal Calendar Year - Continued

No of Assessed Owners: 419

Montecito CDD Funding Study - Expenses by Item and by Fiscal Calendar Year

Item Description	FY 2024	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035	FY 2036	FY 2037	FY 2038	FY 2039	FY 2040	FY 2041	FY 2042	FY 2043	FY 2044
Reserve Category : Clubhouse																				
HVAC 5.0 Ton Units					$ 49,525												$ 68,862			
Clubhouse and Grounds 28 Camera Security System					$ 23,583										$ 31,039					
Clubhouse Access Control System												$ 17,150								
Clubhouse Fire Safety Systems Modernization																	$ 36,071			
Pool Restrooms Refurbishment							$ 14,949													
Exercise Restrooms							$ 14,949													
Restroom Near Office Refurbishment							$ 7,475													
Kitchen Cabinets														$ 34,727						
Kitchen Appliances and Stove				$ 5,736																
Outdoor Furniture Powder Coat					$ 2,476										$ 3,259					
Outdoor Furniture Frames Replacement									$ 7,239											
Outdoor Furniture Lounge Pads			$ 1,674						$ 1,974						$ 2,328					
Exterior Coach Lights	$ 3,854									$ 5,073										$ 6,677
Interior Furniture				$ 14,914																
Pool Table				$ 6,883																
Foosbol Game				$ 2,524																
Interior Paint	$ 26,606											$ 36,994								
Exterior Paint	$ 13,860							$ 17,267								$ 21,510				
Roofing Tile														$ 241,339						
Roof Flat														$ 19,628						
Rubber Exercise Flooring								$ 7,433												$ 10,335
Carpet			$ 3,476																	
Wood Flooring														$ 9,343						
Cardio Equipment	$ 38,442											$ 53,451								
Weight Machines				$ 23,518																
Water Heater									$ 1,843											
Paver Sidewalk Repair Allowance			$ 1,674					$ 1,921					$ 2,203					$ 2,528		
Storage Shed																$ 6,381				
Category Subtotal :	$ 82,762		$ 6,824	$ 53,575	$ 75,584		$ 37,373	$ 26,621	$ 11,056	$ 5,073		$ 107,595	$ 2,203	$ 305,037	$ 36,626	$ 27,891	$ 104,933	$ 2,528		$ 17,012

Montecito CDD Funding Study Expenses by Fiscal Calendar Year - Continued

Item Description	FY 2024	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035	FY 2036	FY 2037	FY 2038	FY 2039	FY 2040	FY 2041	FY 2042	FY 2043	FY 2044
Reserve Category : Clubhouse Parking Lot																				
Paving Asphalt Mill and Overlay				$ 31,533																
Reserve Category : Grounds																				
Palisades Dr and Montecito Dr Gates									$ 23,690											
Palisades Dr and Montecito Dr Gate Key Pad								$ 3,841												
Palisades Dr and Montecito Dr Gate Operators								$ 23,560												
Palisades Dr and Montecito Dr Pedestrian Gates	$ 3,084														$ 4,656					
Palisades Dr Entry Monuments Refurbishment									$ 13,161											
Tortoise Dr and Mission Bay Dr Gates									$ 23,690											
Tortoise Dr and Mission Bay Dr Gate Key Pad								$ 3,841												
Tortoise Dr and Mission Bay Dr Gate Operators								$ 23,560												
Tortoise Dr and Mission Bay Dr Pedestrian Gates	$ 3,084														$ 4,656					
Tortoise Dr Entry Monuments Refurbishment									$ 13,161											
Paint and Repair Perimeter Wall						$ 103,990										$ 136,864				
Park Benches												$ 15,721								
Street Light LED Bulbs								$ 19,207												
Pump Station 1 Montecito Dr																$ 156,803				
Pump Station 2 Near Playground																$ 123,624				
Pump Station 3 Carlsbad Dr															$ 120,274					
Irrigation Upgrades and Modernizations		$ 32,577				$ 36,360				$ 40,583				$ 45,296				$ 50,557		
Chain Link Fencing at Pump Stations																$ 14,356				
Retaining Wall and Seawall Near Clubhouse														$ 46,927						
Stormwater Drainage Repair Allowance				$ 59,197					$ 67,912					$ 77,910					$ 89,380	
Category Subtotal :	$ 6,168	$ 32,577		$ 59,197		$ 140,350		$ 74,009	$ 141,614	$ 40,583		$ 15,721		$ 170,133	$ 129,586	$ 431,647		$ 50,557	$ 89,380	

Montecito CDD Funding Study Expenses by Fiscal Calendar Year - Continued

Item Description	FY 2024	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035	FY 2036	FY 2037	FY 2038	FY 2039	FY 2040	FY 2041	FY 2042	FY 2043	FY 2044
Reserve Category : Playground Area																				
Playground Equipment Replace	$ 77,089														$ 116,394					
Playground Fencing Aluminum									$ 12,437											
Rubber Surface	$ 30,835														$ 46,558					
Category Subtotal :	$ 107,924								$ 12,437						$ 162,952					
Reserve Category : Ponds																				
Pond Bank Erosion Control					$ 44,926										$ 59,128					
Pond Fountains						$ 54,540										$ 71,782				
Category Subtotal :					$ 44,926	$ 54,540									$ 59,128	$ 71,782				
Reserve Category : Pool Area																				
Pool Equipment Allowance				$ 11,702							$ 14,183							$ 17,189		
Pool Area Equipment Housing Boxes									$ 19,742											
Pool Furniture Powder Coat					$ 18,867										$ 24,831					
Pool Furniture Frames Replacement									$ 52,645											
Pool Furniture Lounge Pads		$ 9,773						$ 11,524						$ 13,589						$ 16,024
Pool Lift			$ 10,268															$ 15,504		
Pool Shower				$ 1,721																
Pole Lights									$ 6,317											
Pool Resurface									$ 58,457											
Pool Area Pavers														$ 88,781						
Pool Area Fencing 5' Aluminum									$ 14,806											
Category Subtotal :		$ 9,773	$ 10,268	$ 13,423	$ 18,867			$ 11,524	$ 151,967		$ 14,183			$ 102,370	$ 24,831			$ 32,693		$ 16,024
Reserve Category : Sidewalks																				
Sidewalk Repair Allowance					$ 17,570					$ 20,156					$ 23,124					$ 26,528
Reserve Category : Streets																				
Pavers at Entrance									$ 113,923											
Pavers at Parking Areas on Streets Original Phases																$ 113,000				
Paving 1 Inch Asphalt Mill and Overlay Original Phases									$ 376,473											
Street Signs														$ 22,195						

Montecito CDD Funding Study Expenses by Fiscal Calendar Year - Continued

Item Description	*FY 2024*	*FY 2026*	*FY 2027*	*FY 2028*	*FY 2029*	*FY 2030*	*FY 2031*	*FY 2032*	*FY 2033*	*FY 2034*	*FY 2035*	*FY 2036*	*FY 2037*	*FY 2038*	*FY 2039*	*FY 2040*	*FY 2041*	*FY 2042*	*FY 2043*	*FY 2044*
Paving 1 Inch Asphalt Mill and Overlay Phase 2C																			*$ 228,626*	
Pavers at Parking Areas on Streets Phase 2C																			*$ 69,287*	
Category Subtotal :									$ 490,396					$ 22,195		$ 113,000			$ 297,913	
Expense Totals :	***$ 196,853***	***$ 42,350***	***$ 17,093***	***$ 157,727***	***$ 156,948***	***$ 194,891***	***$ 37,373***	***$ 112,155***	***$ 807,469***	***$ 65,812***	***$ 14,183***	***$ 123,315***	***$ 2,203***	***$ 599,735***	***$ 436,246***	***$ 644,319***	***$ 104,932***	***$ 85,778***	***$ 387,292***	***$ 59,563***

Montecito CDD Funding Study Expenses by Fiscal Calendar Year - Continued

Item Description	*FY 2045*	*FY 2046*	*FY 2047*	*FY 2048*	*FY 2049*	*FY 2050*	*FY 2051*	*FY 2052*	*FY 2053*	*FY 2054*
Reserve Category : Clubhouse										
HVAC 5.0 Ton Units									*$ 95,749*	
Clubhouse and Grounds 28 Camera Security System					*$ 40,850*					
Clubhouse Access Control System							*$ 25,894*			
Clubhouse Fire Safety Systems Modernization										
Pool Restrooms Refurbishment							*$ 25,894*			
Exercise Restrooms							*$ 25,894*			
Restroom Near Office Refurbishment							*$ 12,947*			
Kitchen Cabinets										
Kitchen Appliances and Stove				*$ 9,936*						
Outdoor Furniture Powder Coat					*$ 4,289*					
Outdoor Furniture Frames Replacement										
Outdoor Furniture Lounge Pads	*$ 2,745*						*$ 3,237*			
Exterior Coach Lights										*$ 8,787*
Interior Furniture				*$ 25,833*						
Pool Table				*$ 11,923*						
Foosbol Game				*$ 4,372*						
Interior Paint				*$ 51,438*						
Exterior Paint				*$ 26,797*						
Roofing Tile										
Roof Flat									*$ 29,636*	
Rubber Exercise Flooring										
Carpet	*$ 5,699*									
Wood Flooring										
Cardio Equipment				*$ 74,320*						
Weight Machines				*$ 40,737*						
Water Heater										
Paver Sidewalk Repair Allowance			*$ 2,900*					*$ 3,327*		
Storage Shed										
Category Subtotal :	$ 8,444		$ 2,900	$ 245,356	$ 45,139		$ 93,866	$ 3,327	$ 125,385	$ 8,787

Montecito CDD Funding Study Expenses by Fiscal Calendar Year - Continued

Item Description	*FY 2045*	*FY 2046*	*FY 2047*	*FY 2048*	*FY 2049*	*FY 2050*	*FY 2051*	*FY 2052*	*FY 2053*	*FY 2054*
Reserve Category : Clubhouse Parking Lot										
Paving Asphalt Mill and Overlay				*$ 54,619*						
Reserve Category : Grounds										
Palisades Dr and Montecito Dr Gates										
Palisades Dr and Montecito Dr Gate Key Pad			*$ 5,800*							
Palisades Dr and Montecito Dr Gate Operators			*$ 35,573*							
Palisades Dr and Montecito Dr Pedestrian Gates										*$ 7,030*
Palisades Dr Entry Monuments Refurbishment										
Tortoise Dr and Mission Bay Dr Gates										
Tortoise Dr and Mission Bay Dr Gate Key Pad			*$ 5,800*							
Tortoise Dr and Mission Bay Dr Gate Operators			*$ 35,573*							
Tortoise Dr and Mission Bay Dr Pedestrian Gates										*$ 7,030*
Tortoise Dr Entry Monuments Refurbishment										
Paint and Repair Perimeter Wall						*$ 180,128*				
Park Benches							*$ 23,737*			
Street Light LED Bulbs			*$ 29,000*							
Pump Station 1 Montecito Dr										
Pump Station 2 Near Playground										
Pump Station 3 Carlsbad Dr										
Irrigation Upgrades and Modernizations		*$ 56,428*				*$ 62,982*				*$ 70,297*
Chain Link Fencing at Pump Stations										
Retaining Wall and Seawall Near Clubhouse										
Stormwater Drainage Repair Allowance				*$ 102,538*					*$ 117,634*	
Category Subtotal :		$ 56,428	$ 111,746	$ 102,538		$ 243,110	$ 23,737		$ 117,634	$ 84,357

Montecito CDD Funding Study Expenses by Fiscal Calendar Year - Continued

Item Description	*FY 2045*	*FY 2046*	*FY 2047*	*FY 2048*	*FY 2049*	*FY 2050*	*FY 2051*	*FY 2052*	*FY 2053*	*FY 2054*
Reserve Category : Playground Area										
Playground Equipment Replace										*$ 175,741*
Playground Fencing Aluminum										
Rubber Surface										*$ 70,297*
Category Subtotal :										$ 246,038
Reserve Category : Ponds										
Pond Bank Erosion Control					*$ 77,820*					
Pond Fountains						*$ 94,473*				
Category Subtotal :					$ 77,820	$ 94,473				
Reserve Category : Pool Area										
Pool Equipment Allowance					*$ 20,834*					
Pool Area Equipment Housing Boxes										
Pool Furniture Powder Coat					*$ 32,680*					
Pool Furniture Frames Replacement										
Pool Furniture Lounge Pads						*$ 18,895*				
Pool Lift										
Pool Shower				*$ 2,981*						
Pole Lights										
Pool Resurface	*$ 81,281*									
Pool Area Pavers										
Pool Area Fencing 5' Aluminum										
Category Subtotal :	$ 81,281			$ 2,981	$ 53,514	$ 18,895				
Reserve Category : Sidewalks										
Sidewalk Repair Allowance					*$ 30,433*					*$ 34,914*
Reserve Category : Streets										
Pavers at Entrance										
Pavers at Parking Areas on Streets Original Phases										
Paving 1 Inch Asphalt Mill and Overlay Original Phases										
Street Signs										

Montecito CDD Funding Study Expenses by Fiscal Calendar Year - Continued

Item Description	*FY 2045*	*FY 2046*	*FY 2047*	*FY 2048*	*FY 2049*	*FY 2050*	*FY 2051*	*FY 2052*	*FY 2053*	*FY 2054*
Paving 1 Inch Asphalt Mill and Overlay Phase 2C										
Pavers at Parking Areas on Streets Phase 2C										
Category Subtotal :										
Expense Totals :	***$ 89,724***	***$ 56,428***	***$ 114,647***	***$ 405,494***	***$ 206,907***	***$ 356,478***	***$ 117,604***	***$ 3,327***	***$ 243,018***	***$ 374,095***

Florida Reserve Study and Appraisal, Inc.
12407 N. Florida Avenue
Tampa, FL 33612
Phone: 813.932.1588
Fax: 813.388.4189
www.reservestudyfl.com

June 30, 2023

Expense Summary by Year

Year	Category	Item Name	Expense
FY 2024	Clubhouse	Exterior Coach Lights	$ 3,854
		Interior Paint	$ 26,606
		Exterior Paint	$ 13,860
		Cardio Equipment	$ 38,442
	Clubhouse Subtotal = $ 82,762.00		
	Grounds	Palisades Dr and Montecito Dr Pedestrian Gates	$ 3,084
		Tortoise Dr and Mission Bay Dr Pedestrian Gates	$ 3,084
	Grounds Subtotal = $ 6,168.00		
	Playground Area	Playground Equipment Replace	$ 77,089
		Rubber Surface	$ 30,835
	Playground Area Subtotal = $ 107,924.00		
FY 2024 Annual Expense Total = $ 196,854			
FY 2026	Grounds	Irrigation Upgrades and Modernizations	$ 32,577
	Pool Area	Pool Furniture Lounge Pads	$ 9,773
FY 2026 Annual Expense Total = $ 42,350			
FY 2027	Clubhouse	Outdoor Furniture Lounge Pads	$ 1,674
		Carpet	$ 3,476
		Paver Sidewalk Repair Allowance	$ 1,674
	Clubhouse Subtotal = $ 6,824.00		
	Pool Area	Pool Lift	$ 10,268
Annual Expense Total = $ 17,092			
FY 2028	Clubhouse	Kitchen Appliances and Stove	$ 5,736
		Interior Furniture	$ 14,914
		Pool Table	$ 6,883
		Foosbol Game	$ 2,524
		Weight Machines	$ 23,518
	Clubhouse Subtotal = $ 53,575.00		

Year	Category	Item Name	Expense
FY 2028	Clubhouse Parking Lot	Paving Asphalt Mill and Overlay	$ 31,533
	Grounds	Stormwater Drainage Repair Allowance	$ 59,197
	Pool Area	Pool Equipment Allowance	$ 11,702
		Pool Shower	$ 1,721
		Pool Area Subtotal = $ 13,423.00	
			FY 2028 Annual Expense Total = $ 157,728
FY 2029	Clubhouse	HVAC 5.0 Ton Units	$ 49,525
		Clubhouse and Grounds 28 Camera Security System	$ 23,583
		Outdoor Furniture Powder Coat	$ 2,476
		Clubhouse Subtotal = $ 75,584.00	
	Ponds	Pond Bank Erosion Control	$ 44,926
	Pool Area	Pool Furniture Powder Coat	$ 18,867
	Sidewalks	Sidewalk Repair Allowance	$ 17,570
			FY 2029 Annual Expense Total = $ 156,947
FY 2030	Grounds	Paint and Repair Perimeter Wall	$ 103,990
		Irrigation Upgrades and Modernizations	$ 36,360
		Grounds Subtotal = $ 140,350.00	
	Ponds	Pond Fountains	$ 54,540
			Annual Expense Total = $ 194,890
FY 2031	Clubhouse	Pool Restrooms Refurbishment	$ 14,949
		Exercise Restrooms	$ 14,949
		Restroom Near Office Refurbishment	$ 7,475
		Clubhouse Subtotal = $ 37,373.00	
			FY 2031 Annual Expense Total = $ 37,373
FY 2032	Clubhouse	Exterior Paint	$ 17,267
		Rubber Exercise Flooring	$ 7,433
		Paver Sidewalk Repair Allowance	$ 1,921
		Clubhouse Subtotal = $ 26,621.00	
	Grounds	Palisades Dr and Montecito Dr Gate Key Pad	$ 3,841
		Palisades Dr and Montecito Dr Gate Operators	$ 23,560
		Tortoise Dr and Mission Bay Dr Gate Key Pad	$ 3,841
		Tortoise Dr and Mission Bay Dr Gate Operators	$ 23,560
		Street Light LED Bulbs	$ 19,207
		Grounds Subtotal = $ 74,009.00	
	Pool Area	Pool Furniture Lounge Pads	$ 11,524

Year	Category	Item Name	Expense
			Annual Expense Total = $ 112,154
FY 2033	Clubhouse	Outdoor Furniture Frames Replacement	$ 7,239
		Outdoor Furniture Lounge Pads	$ 1,974
		Water Heater	$ 1,843
		Clubhouse Subtotal = $ 11,056.00	
	Grounds	Palisades Dr and Montecito Dr Gates	$ 23,690
		Palisades Dr Entry Monuments Refurbishment	$ 13,161
		Tortoise Dr and Mission Bay Dr Gates	$ 23,690
		Tortoise Dr Entry Monuments Refurbishment	$ 13,161
		Stormwater Drainage Repair Allowance	$ 67,912
		Grounds Subtotal = $ 141,614.00	
	Playground Area	Playground Fencing Aluminum	$ 12,437
	Pool Area	Pool Area Equipment Housing Boxes	$ 19,742
		Pool Furniture Frames Replacement	$ 52,645
		Pole Lights	$ 6,317
		Pool Resurface	$ 58,457
		Pool Area Fencing 5' Aluminum	$ 14,806
		Pool Area Subtotal = $ 151,967.00	
	Streets	Pavers at Entrance	$ 113,923
		Paving 1 Inch Asphalt Mill and Overlay Original Phases	$ 376,473
		Streets Subtotal = $ 490,396.00	
			FY 2033 Annual Expense Total = $ 807,470
FY 2034	Clubhouse	Exterior Coach Lights	$ 5,073
	Grounds	Irrigation Upgrades and Modernizations	$ 40,583
	Sidewalks	Sidewalk Repair Allowance	$ 20,156
			FY 2034 Annual Expense Total = $ 65,812
FY 2035	Pool Area	Pool Equipment Allowance	$ 14,183
			Annual Expense Total = $ 14,183
FY 2036	Clubhouse	Clubhouse Access Control System	$ 17,150
		Interior Paint	$ 36,994
		Cardio Equipment	$ 53,451
		Clubhouse Subtotal = $ 107,595.00	
	Grounds	Park Benches	$ 15,721
			Annual Expense Total = $ 123,316

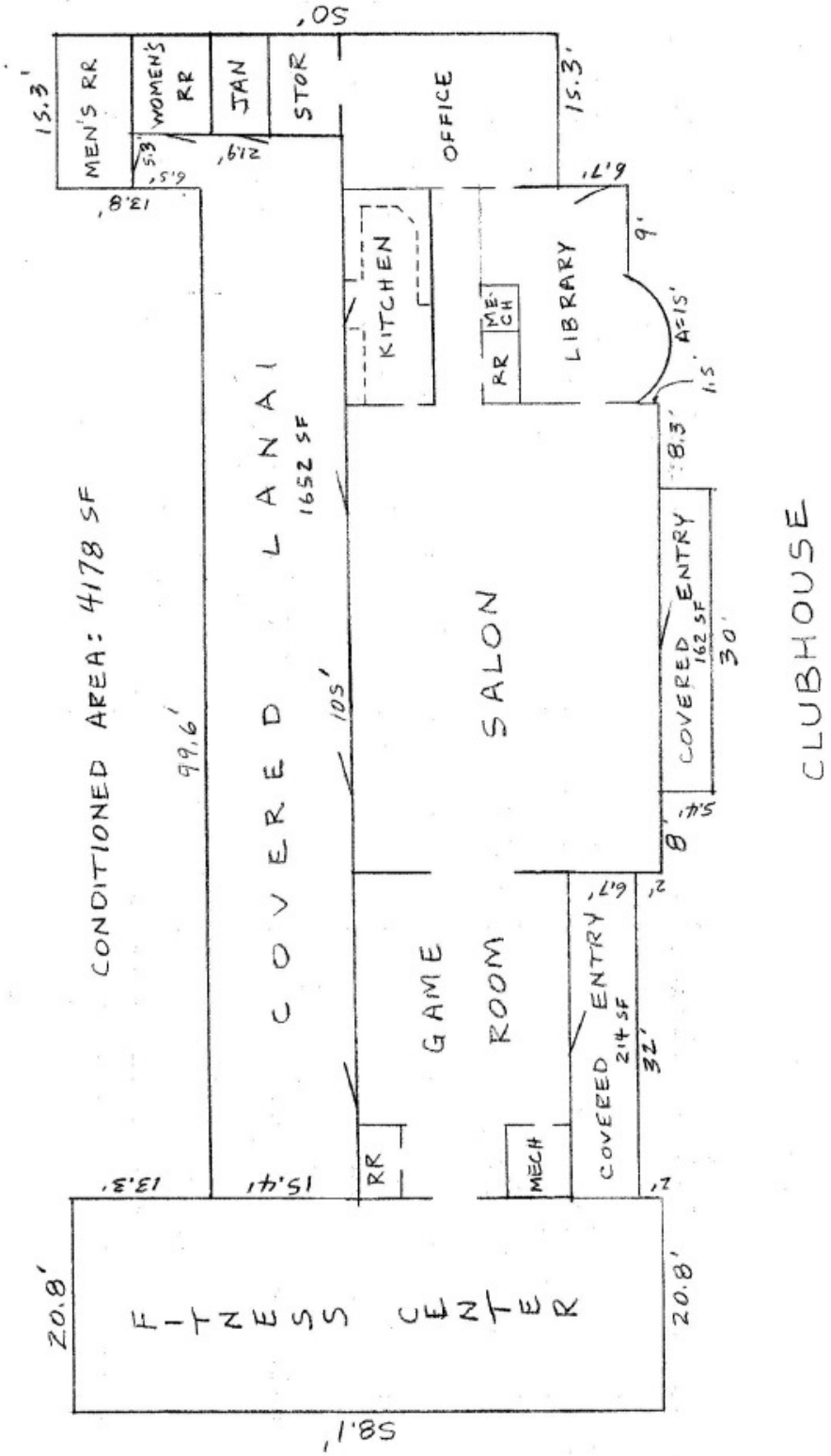
Year	Category	Item Name	Expense
FY 2037	Clubhouse	Paver Sidewalk Repair Allowance	$ 2,203
			Annual Expense Total = $ 2,203
FY 2038	Clubhouse	Kitchen Cabinets	$ 34,727
		Roofing Tile	$ 241,339
		Roof Flat	$ 19,628
		Wood Flooring	$ 9,343
		Clubhouse Subtotal = $ 305,037.00	
	Grounds	Irrigation Upgrades and Modernizations	$ 45,296
		Retaining Wall and Seawall Near Clubhouse	$ 46,927
		Stormwater Drainage Repair Allowance	$ 77,910
		Grounds Subtotal = $ 170,133.00	
	Pool Area	Pool Furniture Lounge Pads	$ 13,589
		Pool Area Pavers	$ 88,781
		Pool Area Subtotal = $ 102,370.00	
	Streets	Street Signs	$ 22,195
			Annual Expense Total = $ 599,735
FY 2039	Clubhouse	Clubhouse and Grounds 28 Camera Security System	$ 31,039
		Outdoor Furniture Powder Coat	$ 3,259
		Outdoor Furniture Lounge Pads	$ 2,328
		Clubhouse Subtotal = $ 36,626.00	
	Grounds	Palisades Dr and Montecito Dr Pedestrian Gates	$ 4,656
		Tortoise Dr and Mission Bay Dr Pedestrian Gates	$ 4,656
		Pump Station 3 Carlsbad Dr	$ 120,274
		Grounds Subtotal = $ 129,586.00	
	Playground Area	Playground Equipment Replace	$ 116,394
		Rubber Surface	$ 46,558
		Playground Area Subtotal = $ 162,952.00	
	Ponds	Pond Bank Erosion Control	$ 59,128
	Pool Area	Pool Furniture Powder Coat	$ 24,831
	Sidewalks	Sidewalk Repair Allowance	$ 23,124
			FY 2039 Annual Expense Total = $ 436,247
FY 2040	Clubhouse	Exterior Paint	$ 21,510
		Storage Shed	$ 6,381
		Clubhouse Subtotal = $ 27,891.00	
	Grounds	Paint and Repair Perimeter Wall	$ 136,864

Year	Category	Item Name	Expense
FY 2040	Grounds	Pump Station 1 Montecito Dr	$ 156,803
		Pump Station 2 Near Playground	$ 123,624
		Chain Link Fencing at Pump Stations	$ 14,356
		Grounds Subtotal = $ 431,647.00	
	Ponds	Pond Fountains	$ 71,782
	Streets	Pavers at Parking Areas on Streets Original Phases	$ 113,000
			FY 2040 Annual Expense Total = $ 644,320
FY 2041	Clubhouse	HVAC 5.0 Ton Units	$ 68,862
		Clubhouse Fire Safety Systems Modernization	$ 36,071
		Clubhouse Subtotal = $ 104,933.00	
			FY 2041 Annual Expense Total = $ 104,933
FY 2042	Clubhouse	Paver Sidewalk Repair Allowance	$ 2,528
	Grounds	Irrigation Upgrades and Modernizations	$ 50,557
	Pool Area	Pool Equipment Allowance	$ 17,189
		Pool Lift	$ 15,504
		Pool Area Subtotal = $ 32,693.00	
			FY 2042 Annual Expense Total = $ 85,778
FY 2043	Grounds	Stormwater Drainage Repair Allowance	$ 89,380
	Streets	Paving 1 Inch Asphalt Mill and Overlay Phase 2C	$ 228,626
		Pavers at Parking Areas on Streets Phase 2C	$ 69,287
		Streets Subtotal = $ 297,913.00	
			FY 2043 Annual Expense Total = $ 387,293
FY 2044	Clubhouse	Exterior Coach Lights	$ 6,677
		Rubber Exercise Flooring	$ 10,335
		Clubhouse Subtotal = $ 17,012.00	
	Pool Area	Pool Furniture Lounge Pads	$ 16,024
	Sidewalks	Sidewalk Repair Allowance	$ 26,528
			FY 2044 Annual Expense Total = $ 59,564
FY 2045	Clubhouse	Outdoor Furniture Lounge Pads	$ 2,745
		Carpet	$ 5,699
		Clubhouse Subtotal = $ 8,444.00	
	Pool Area	Pool Resurface	$ 81,281
			Annual Expense Total = $ 89,725

Year	Category	Item Name	Expense
FY 2046	Grounds	Irrigation Upgrades and Modernizations	$ 56,428
			Annual Expense Total = $ 56,428
FY 2047	Clubhouse	Paver Sidewalk Repair Allowance	$ 2,900
	Grounds	Palisades Dr and Montecito Dr Gate Key Pad	$ 5,800
		Palisades Dr and Montecito Dr Gate Operators	$ 35,573
		Tortoise Dr and Mission Bay Dr Gate Key Pad	$ 5,800
		Tortoise Dr and Mission Bay Dr Gate Operators	$ 35,573
		Street Light LED Bulbs	$ 29,000
		Grounds Subtotal = $ 111,746.00	
			FY 2047 Annual Expense Total = $ 114,646
FY 2048	Clubhouse	Kitchen Appliances and Stove	$ 9,936
		Interior Furniture	$ 25,833
		Pool Table	$ 11,923
		Foosbol Game	$ 4,372
		Interior Paint	$ 51,438
		Exterior Paint	$ 26,797
		Cardio Equipment	$ 74,320
		Weight Machines	$ 40,737
		Clubhouse Subtotal = $ 245,356.00	
	Clubhouse Parking Lot	Paving Asphalt Mill and Overlay	$ 54,619
	Grounds	Stormwater Drainage Repair Allowance	$ 102,538
	Pool Area	Pool Shower	$ 2,981
			FY 2048 Annual Expense Total = $ 405,494
FY 2049	Clubhouse	Clubhouse and Grounds 28 Camera Security System	$ 40,850
		Outdoor Furniture Powder Coat	$ 4,289
		Clubhouse Subtotal = $ 45,139.00	
	Ponds	Pond Bank Erosion Control	$ 77,820
	Pool Area	Pool Equipment Allowance	$ 20,834
		Pool Furniture Powder Coat	$ 32,680
		Pool Area Subtotal = $ 53,514.00	
	Sidewalks	Sidewalk Repair Allowance	$ 30,433
			Annual Expense Total = $ 206,906
FY 2050	Grounds	Paint and Repair Perimeter Wall	$ 180,128
		Irrigation Upgrades and Modernizations	$ 62,982
		Grounds Subtotal = $ 243,110.00	

Year	Category	Item Name	Expense
FY 2050	Ponds	Pond Fountains	$ 94,473
	Pool Area	Pool Furniture Lounge Pads	$ 18,895
			FY 2050 Annual Expense Total = $ 356,478
FY 2051	Clubhouse	Clubhouse Access Control System	$ 25,894
		Pool Restrooms Refurbishment	$ 25,894
		Exercise Restrooms	$ 25,894
		Restroom Near Office Refurbishment	$ 12,947
		Outdoor Furniture Lounge Pads	$ 3,237
		Clubhouse Subtotal = $ 93,866.00	
	Grounds	Park Benches	$ 23,737
			Annual Expense Total = $ 117,603
FY 2052	Clubhouse	Paver Sidewalk Repair Allowance	$ 3,327
			Annual Expense Total = $ 3,327
FY 2053	Clubhouse	HVAC 5.0 Ton Units	$ 95,749
		Roof Flat	$ 29,636
		Clubhouse Subtotal = $ 125,385.00	
	Grounds	Stormwater Drainage Repair Allowance	$ 117,634
			Annual Expense Total = $ 243,019
FY 2054	Clubhouse	Exterior Coach Lights	$ 8,787
	Grounds	Palisades Dr and Montecito Dr Pedestrian Gates	$ 7,030
		Tortoise Dr and Mission Bay Dr Pedestrian Gates	$ 7,030
		Irrigation Upgrades and Modernizations	$ 70,297
		Grounds Subtotal = $ 84,357.00	
	Playground Area	Playground Equipment Replace	$ 175,741
		Rubber Surface	$ 70,297
		Playground Area Subtotal = $ 246,038.00	
	Sidewalks	Sidewalk Repair Allowance	$ 34,914
			Annual Expense Total = $ 374,096

Clubhouse Sketch



SECTION iii

AGREEMENT FOR MAINTENANCE OF MAIL KIOSKS

THIS AGREEMENT FOR MAINTENANCE OF MAIL KIOSKS ("Agreement") is made and entered into this 13 day of June, 2019 (the "Effective Date"), by and among:

MONTECITO COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in City of Satellite Beach, Brevard County, Florida, and whose address is 135 W. Central Boulevard, #320 Orlando, Florida 32801 (the "District");

and

MONTECITO TOWNHOMES OF BREVARD HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, whose mailing address is 6972 Lake Gloria Boulevard, Orlando, Florida 32809 (the "Association").

WHEREAS, the District is the owner of a certain parcels of real property which include mail kiosks as part of the District improvements, as more particularly set forth in Exhibit A, attached hereto and made a part hereof; and

WHEREAS, the District and the Association have agreed that the Association will maintain the real property and mail kiosks located thereupon the real property, hereinafter referred to as the "Mail Kiosks Area"; and

WHEREAS, the parties have determined that this Agreement will be to the mutual benefit of both the District and the Association, and the residents of Montecito.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions herein expressed, and for Ten and no/100ths ($10.00) Dollars for other good and valuable consideration, receipt of which is hereby acknowledged, and subject to the terms and conditions hereof, the parties agree as follows:

Section 1. **Recitals and Findings.** The recitals and findings set forth above are hereby adopted by reference and incorporated herein as if fully set forth in this section.

Section 2. **Description of Maintenance Area.** The maintenance area that is the subject of this Agreement is more fully described in the attached, Exhibit A ("Mail Kiosks Area"), and includes, but not is limited to the mail kiosks and the concrete pad beneath and around the mail kiosks.

Section 3. Performance

(A) The Association shall provide and be solely responsible for all costs and liabilities associated with and arise out of the maintenance services and materials relating to the Mail Kiosks Area, including but not limited to periodic inspection and routine cleaning and repairs of the mail kiosks, repairs and replacement of locks and individual mail boxes, painting of the mail kiosks and inspection and repairs of concrete pad ("Maintenance Services").

(B) The Maintenance Services shall be provided by the Association in a competent and professional manner using qualified and experienced employees or contractors with such frequency as is necessary and reasonable in the industry and under the circumstances in order to ensure that the Mail Kiosks Area are property maintained and continue to function with its intended purpose.

(C) If the Association contracts with a third party for any of the required maintenance services, the services shall be performed in a manner not inconsistent with the District's applicable rules and regulations.

(D) The Association shall provide Maintenance Services in strict compliance with all governmental entities and agencies requirements, rules, acts, statutes, ordinances, orders, regulations and restrictions, including, but not limited to the United States of America, United States Postal Service, State of Florida, City of Satellite Beach and Brevard County.

(E) Except as designated in this Agreement, the Association shall not make any alterations, additions or improvements to the Mail Kiosk Area without the prior written consent of the District.

(F) The Association shall timely pay all invoices, or other manner of billing, for all person or entities with whom the Association may have contracted or arranged to provide services or materials in fulfillment of its obligations under this Agreement.

Section 4. The Association's Responsibility for Acts of Force Majeure.

The District and the Association agree that the Maintenance Services herein assumed by the Association shall not include by way of example but not limitation the repair or replacement of the Improvements that are damaged as a result of a hurricane, tornado, windstorm, freeze damage, fire, drought or flooding.

Section 5. Emergency Intervention by the District

In the event of an emergency, as determined by the District in its reasonable sole discretion, and regardless of any language in this Agreement to the contrary or any language in any contract or arrangement that the Association may have with third parties concerning the Maintenance Services for the Mail Kiosks Area, the District reserves the

unilateral and exclusive right to implement or initiate, without advance notice, the following:

(A) the provision of maintenance services or materials for the Mail Kiosk Area; and

(B) the removal, modification, relocation, or replacement, in the District's sole discretion, of one or more of the mail kiosks.

Further, in such event, the Association agrees that upon the District's commencement of a maintenance program or provision of maintenance services or materials for the Mail Kiosk Area pursuant to this section, the District shall issue to the Association a written invoice for the costs incurred pursuant to this section, and the Association shall pay said invoice in full within thirty (30) calendar days following receipt of the invoice. A failure to timely pay the invoice in full shall be deemed a material breach of this Agreement.

Section 6. Remedies, Default, and Specific Performance.

The District may elect any of one or more of the following remedies, as well as any other remedies available in law or equity, if the Association should default in carrying out the terms and conditions of this Agreement, namely:

(A) Material Breach by Association. Any failure of the Association to comply with Section 3 of this Agreement shall be deemed a material breach of this Agreement In the event of a material breach of this Agreement, the District, at its sole discretion and without advance notice or opportunity to cure, may elect to initiate its own maintenance program or provide such maintenance services and materials and thereby assume full control over maintenance of some or all of Mail Kiosks Area; provided, however, the District shall be obligated to give a subsequent oral or written notice to the Association as soon as is reasonably possible, but in no event later than five (5) business days after commencement of a maintenance program or maintenance services or materials by the District pursuant to the authority of this section.

(B) Default by Association. If the Association should fail, refuse or neglect to furnish or perform any one or more of the required Maintenance Services within thirty (30) days from the date of receipt of a written notice of default from the District, then in that event the District, at its sole discretion and without further notice, may elect to (i) initiate a maintenance program or provide such maintenance services and materials and thereby assume full maintenance responsibility as to some or all of the Mail Kiosks Area or (ii) remove, modify, relocate, or replace, as the case may be and in the District's reasonable sole discretion, one or more of the Mail Kiosks Area.

(C) Discontinuation & Reimbursement by Association. At such time as the District should commence a maintenance program or provide maintenance services or supplies for one or more of the Mail Kiosks Area under this section, and upon receipt of

the oral or written notice from the District, the Association shall promptly discontinue the provision of Maintenance Services as to same until such time as is otherwise agreed to in writing by and between the parties hereto, and regardless of any contracts or arrangements with third parties into which the Association may have entered to perform Maintenance Services.

Further, in such event, the Association agrees that upon the District's commencement of a maintenance program or provision of maintenance services or materials for any one of the Mail Kiosk Areas and every year thereafter on or about September 30th, the District shall issue to the Association a written invoice setting forth the estimated amount of money the District reasonably calculates it will need to have on hand, for the next twelve (12) months, in order to implement and carry out its maintenance program or provision of maintenance services or materials. The Association shall pay said invoice in full within thirty (30) calendar days following receipt of the invoice. A failure to timely pay the invoice in full shall be deemed a material breach of this Agreement.

(D) Other Remedies & Opportunity to Cure. At the sole discretion of the District, a breach or material default by the Association under the Agreement, including a failure to timely pay an invoice, shall entitle the District to all remedies available in law or equity or in an administrative tribunal, which shall include but not be limited to the right of damages, injunctive relief and specific performance. In the event of the Developer's default under this Agreement, the parties agree and stipulate as to the irreparable harm of such default and as to the absence of adequate remedies at law; therefore, the District shall have, in addition to such rights and remedies as provided by general application of law, the right to obtain specific performance of, and injunctive relief concerning, the Developer's obligations hereunder.

However, except for emergency situations (as so reasonably determined by the District), before the District may initiate legal action for the Association's failure or default under this Agreement, the District shall provide advance written notice to the Association of the nature of the alleged failure or default and afford a ten (10) calendar day cure period, and the Association, shall have ten (10) calendar days following the date of receipt of said notice to cure the alleged failure or default through appropriate and substantive remedial action.

Section 7. Indemnification.

The Association does hereby indemnify and hold the District harmless of and from any and all loss or liability that the District may sustain or incur by reason of the Association's assumption of the Maintenance Services for the Mail Kiosks Area, including any that may result from or arise out of the Association's misfeasance, malfeasance, nonfeasance, negligence or failure to carry out its obligations under this Agreement, with said indemnification and hold harmless to include but not be limited to: (A) direct costs and damages, (B) indirect or consequential costs and damages (provided there is a proximate cause relationship) and (C) any and all injuries or damages sustained

by persons or damage to property, including such reasonable attorney's fees and costs (including appellate, arbitration, or mediation) that may be incurred by the District that relate thereto. Provided, however, it is understood that this section does not (i) indemnify the District for the Association's misfeasance, malfeasance, nonfeasance, negligence or failure to carry out the terms and conditions of this Agreement if same is caused by, or at, that direction of the District or (ii) authorize the Association to select or provide legal counsel on behalf of the District.

Section 8. Insurance.

The Association shall be required, on or before the date of the execution of this Agreement and without any interruption or lapse thereafter, to provide to the District a Certificate of Insurance reflecting insurance coverage for the Association in such amounts and in accordance with the requirements set forth by the District. Further, said Certificate of Insurance shall on its face reflect the following, including but not limited to:

(A) the District as an additional insured to the extent of limits of liability; and

(B) the District as the certificate holder of the Certificate of Insurance; and

(C) a statement that the insurance coverage represented by the Certificate of Insurance shall not be terminated, canceled or reduced unless thirty (30) days prior written notice of such termination, cancellation or reduction (or ten (10) days if terminated or canceled for non-payment) is mailed by first class U.S. Mail to the District.

Section 9. Term of Agreement.

This Agreement shall take effect as of the effective date. Unless terminated as otherwise permitted in this Agreement, the term of this agreement shall expire on midnight of December 31, 2018. This Agreement shall automatically renew for additional on (1) year term, commencing at 12:01 a.m. on January 1st of the following year, unless the Association provides written notice before 5:00 p.m. on April 1st of the year in which the then-current term will expire that the Association intends not to renew for an additional term.

In addition to the rights and methods of termination established pursuant to any other provision of this Agreement, the District may terminate this Agreement by providing written notice before 5:00pm on April 1 st of the year in which the then-current term will expire that the District intends not to renew for an additional term.

Section 10. Time is of the essence. In the event the Association fails to perform in accordance with the provisions of Section 2 of this Agreement, the District may declare the Association in default and provide the Association thirty (30) days

written notice within which time the Association shall take corrective action to cure the default. Following the Associations failure to cure the default, the District may take correction actions and the Association shall be responsible for all costs and expenses incurred by the District in taking such corrective actions.

Section 11. **Severability.** Should any part, term, or provision of this Agreement be determined by a court of competent jurisdiction to be illegal or in conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected.

Section 12. **Assignment.** No party to this Agreement shall assign, transfer, or sublet any of its rights, title, or interest thereupon without the prior written approval of the other two parties.

Section 13. Governing Law and Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The Parties acknowledge that jurisdiction of any controversies or legal disputes arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of Brevard County, Florida.

Section 14. **Construction of Agreement.** The terms and conditions herein are to be construed with their common meaning to effectuate the intent of this Agreement. All words used in the singular form shall extend to and include the plural and all words in the plural form shall extend to and include the singular. All words in any gender shall extend to and include all genders.

Section 15. **Entire Agreement, No Oral Modification.** This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or verbal. This Agreement may only be amended by written instruments executed by the Association and the District, through its Board of Supervisors and may include other services only if directly related to the intent and scope of this Agreement. The failure of a party to insist on strict performance of any terms of this Agreement shall not be construed as a waiver and relinquishment for the future of any term, condition or election but the same shall remain in full force and effect.

Section 14. **Controlling Law.** This Agreement shall be construed under the laws of the State of Florida.

Section 15. **Notices.** All notices or other communications required by this Agreement shall be in writing and deemed delivered upon mailing by certified mail, return receipt requested, or hand-delivered with acknowledgement of receipt, to the following persons and addresses unless otherwise specified herein:

AS TO THE DISTRICT: Montecito Community Development District
8529 South Park Circle, Suite 330

Orlando, Florida 32819
Attention: District Manager

With a copy to: Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
SunTrust Center, Sixth Floor
515 E. Las Olas Boulevard
Fort Lauderdale, Florida 333016
Attention: Dennis E. Lyles, Esq.

AS TO THE ASSOCIATION: Montecito Townhomes of Brevard Homeowners Association, Inc.
6972 Lake Gloria Boulevard
Orlando, Florida 32809
Attention: President

Section 16. Costs & Fees. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorney's fees and costs for trial, alternate dispute resolution, or appellate proceedings

Section 17. Representation of Authority. Each individual executing this Agreement on behalf of the respective party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

Section 18. Third Party Beneficiaries. No party intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

Section 19. Arm's Length Transaction. This Agreement has been negotiated fully between the parties in an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

Section 20. Public Records.

(A) Association shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

1. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and

2. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Association does not transfer the records to the District; and

4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Association or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Association transfers all public records to the District upon completion of the Agreement, the Association shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Association keeps and maintains public records upon completion of the Agreement, the Association shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

(B) Association acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Association, the Association shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Association acknowledges that should Association fail to provide the public records to the District within a reasonable time, Association may be subject to penalties pursuant to Section 119.10, Florida Statutes.

(C) IF THE ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ASSOCIATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE ASSOCIATION MAY

CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

GOVERNMENTAL MANAGEMENT SERVICES-CENTRAL FLORIDA, LLC
135 W. CENTRAL BLVD, SUITE 320
ORLANDO, FLORIDA 32801
TELEPHONE: (407) 841-5524
EMAIL: JSHOWE@GMSCFL.COM

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties hereto executed in their respective names, by the proper officials, the day and year first above written.

MONTECITO COMMUNITY DEVELOPMENT DISTRICT

By: _____
Print name: LARRY A BRADSHAW

ATTEST:

_____
SECRETARY/ASSISTANT SECRETARY

State of Florida
County of Brevard

On this, the 25th day of July 2018, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledged by Jason M. Showe Secretary/Assistant Secretary oft he Board of Supervisors of Montecito Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, on behalf of the corporation.

WITNESS my hand and official seal

STACIE M. VANDERBILT
Notary Public - State of Florida
Commission # FF980104
My Comm. Expires Jul 29, 2020

_____
Notary Public, State of Florida

Stacie M. Vanderbilt
Printed, typed or stamped name of Notary Public exactly as commissioned

✓ Personally known to me, or
▫ Produced identification:

_____
(type of identification produced)

State of Florida
County of Brevard

On this, the 24 day of June 2018, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledged by Larry Bradshaw Chairman/Vice Chairman of the Board of Supervisors of Montecito Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, on behalf of the corporation.

WITNESS my hand and official seal

JASON M. SHOWE
Notary Public - State of Florida
Commission # FF 237205
My Comm. Expires Sep 5, 2019
Bonded through National Notary Assn.

_____
Notary Public, State of

Jason M. Shoe
Printed, typed or stamped name of Notary Public exactly as commissioned

✓ Personally known to me, or
▫ Produced identification:

_____
(type of identification produced)

Montecito Townhomes of Brevard Homeowners Association, Inc., a Florida not-for-profit corporation

Shelby Gomes
Witness
Name: Shelby Gomes

Witness
Name: Alma Miller

Keith Buesher
Name: Keith Buescher
Title: Pres.

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledged by Keith Buescher, as Pres. of Montecito Townhomes of Brevard Homeowners Association, Inc., a Florida not-for profit corporation., who is personally known to me or who has produced _____ as identification.

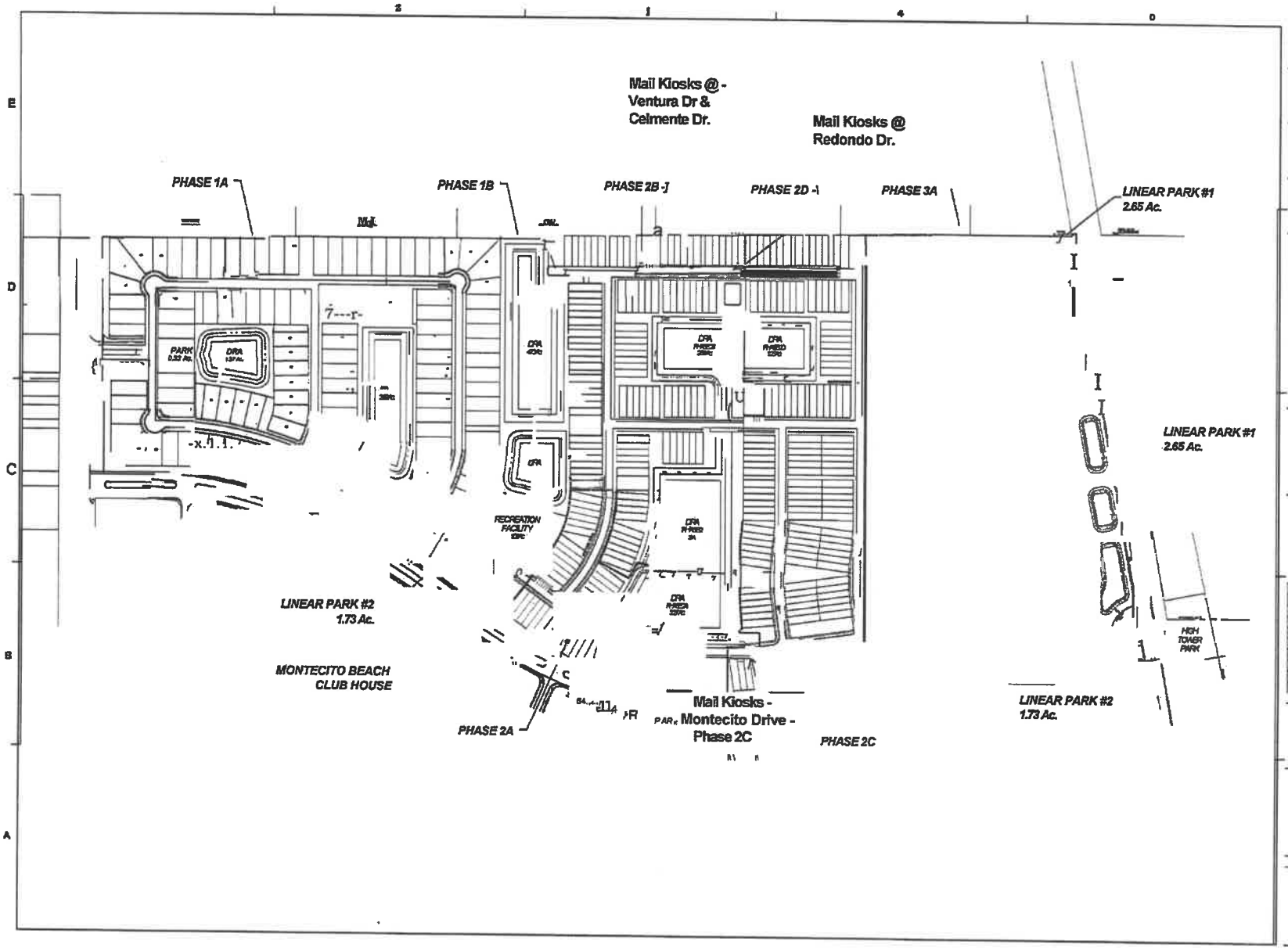
WITNESS my hand and official seal in the County and State last aforesaid this __ day of _____, 2018.

Carissa Leigh Tyler
Notary Public, State of Florida

Carissa Leigh Tyler
Printed, typed or stamped name of
Notary Public and date of commission expiration

Carissa Leigh Tyler
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF980928
Expires 4/12/2020

EXHIBIT A
MAIL KIOSKS AREA



Dewberry*

SEAL

SCALE

N

REVISIONS

DRAWN BY	HJF	
APPROVED BY		
CHECKED BY	RM	
DATE	OCT. 2016	

TITLE

MASTER PLAN

PROJECT NO. 182520-MEIR13

SHEET NO. 1 OF 1